

TERMS OF USE

1. Introduction and Acceptance

Welcome to Super Scratch Party ("App"), operated by Normal Turtle Pty Ltd ("we," "us," or "our"). These Terms of Use ("Terms") are a legally binding agreement between you and Normal Turtle Pty Ltd. By downloading, accessing, or using our App, you acknowledge that you have read, understood, and agree to be bound by these Terms.¹ You agree to:

- (a) Comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations;
 - (b) Confirm that you are not a convicted sex offender;
 - (c) Use the App in compliance with all applicable laws.
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2. Location

The App is intended for distribution and use in Australia, European Union member states, and the United Kingdom ("Permitted Regions"). The App must not be accessed from any jurisdiction outside the Permitted Regions. By downloading, accessing, or using the App, you warrant that you are physically located within one of the Permitted Regions and understand that any access from elsewhere is unauthorised and at your own risk.

3. Eligibility and Age Restrictions

- (a) You must meet the highest applicable legal drinking age in your country (i.e. 18 years in Australian and the United Kingdom; 18-20 years in the European Union, or such higher age as local law requires).
 - (b) If local law sets a higher digital-services age of consent you must meet that higher age.
 - (c) On first entry you must provide your date of birth via the in-App pop-up and confirm acceptance of these Terms (see Guide). Your date of birth is collected for age verification purposes only and is not stored beyond session completion. This processing is necessary for legal compliance under our legitimate interests.
 - (d) We may deploy automated checks (e.g. IP geolocation).
 - (e) We reserve the right to block users found to be underage or in violation of local drinking age laws.
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4. Licence Grant

We grant you a personal, non-exclusive, revocable, and non-sublicensable licence to access and use the App for your personal, non-commercial use.

You agree not to:

- (a) Copy, modify, or create derivative works of the App;
 - (b) Redistribute, sell, lease, or sublicense the App;
 - (c) Remove or modify any copyright or trademark notices;
 - (d) Reverse engineer or attempt to extract the source code.
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5. Acceptable Use

Super Scratch Party is intended to be used as an interactive aid to catalyse broader, deeper social interactions at parties or on a night out. The aim of the game is to complete quests that facilitate meaningful, responsible and safe fun with others. The sending and actioning of in-game virtual milk requests among players is an adjacent feature of the game that is not intended to encourage excessive alcohol consumption or any other unsafe activity.

6. Intellectual Property Rights and Custom Quests

Our Rights

All intellectual property rights in the App belong to Normal Turtle Pty Ltd. You may not copy, distribute, modify, or create derivative works of the App without our express written permission.

Custom Quests

You retain ownership rights to the original content of the custom quests you create. By creating and sharing custom quests, you grant us a non-exclusive, worldwide, transferable, sublicensable, royalty-free licence to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute your custom quests for the following purposes:

- (a) Operating and improving the App;
- (b) Developing new features and functionality;
- (c) Ensuring compliance with these Terms and applicable laws; and
- (d) Promotional materials and showcasing App functionality.

You acknowledge that we act solely as a platform provider and:

- (a) Are not responsible for reviewing or moderating all user-generated content.
- (b) May remove any content at our discretion.
- (c) Bear no liability for content created by users before its removal.

User Responsibilities for Custom Quests

You acknowledge that we cannot review all custom quests and cannot guarantee compliance with our terms. You are solely responsible for quests you create and share. You agree not to upload quests that contain threats, racism, hate speech, or otherwise disturbing content. You agree not to upload content about others without their explicit consent.

You represent and warrant that your custom quest content will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Moral Rights

You waive all moral rights (to the maximum extent permitted by law) and agree we may reproduce or showcase your text-based custom quests in future versions of the App, promotional materials or social media, during the licence period only, without further notice or compensation.

7. Restricted Use and User Obligations

User Conduct and Release

You will not manipulate, coerce, extort, blackmail, force, intimidate, or otherwise influence others into completing quests, virtual milk requests or virtual milk requests associated with in-game items. You are solely responsible for your safety and well-being. You are solely responsible for all actions you take while using the App. You agree to conduct yourself in a lawful and respectful manner that does not disturb, endanger, or harass members of the public. You will not attempt to complete quests involving others without their explicit consent.

You will not involve, facilitate the involvement of, or permit any individual who is a minor or not of legal drinking age in their jurisdiction to form a binding contract to access, use, or be associated in any way with the App. This includes, but is not limited to, providing access to content, or engaging in any activity within the App where such individuals could be present or implicated. Normal Turtle Pty Ltd strictly prohibits the use of its App by anyone who does not meet the legal age requirements in their jurisdiction.

You agree not to unlawfully access, or attempt to access, any property or location without explicit permission or legal right. You further agree not to engage in any activity that could cause harm, death, property damage, nuisance, or any form of liability.

Should a dispute arise between you and a third party concerning your use of the App, you hereby release Normal Turtle Pty Ltd, including its officers, directors, and shareholders, from all claims, demands, and damages. This release covers all claims, whether actual or consequential, known or unknown, suspected or unsuspected, disclosed or undisclosed, that are in any way connected to such disputes.

Prohibited Activities

You must not create, share, or attempt to complete quests that:

- (a) Involve or promote illegal activities of any kind;
- (b) Encourage violation of any laws, regulations, or ordinances;
- (c) Risk harm to any person or property;
- (d) Involve criminal or civil offences;
- (e) Interfere with other users' enjoyment of the App;
- (f) Encourage or promote activities that violate these Terms.

We operate as a technical service provider only. Users acknowledge that real-time content moderation is not technically feasible. The App does not provide a 'kick' or mute function and does not support user removal from game sessions. Hosts remain solely responsible for managing behaviour in-person. Players are encouraged to use the report function to raise concerns, which will be reviewed post-session. Our role is limited to post-game report review. We are not responsible for and nor do we undertake to take any remedial or disciplinary action against any player with respect to whom a report is submitted.

Legal Compliance

You acknowledge and agree that no quest, virtual milk request or virtual milk request associated with an in-game item within the App overrides your obligation to comply with all applicable laws. You are solely responsible for verifying the legality of any action before performing it, regardless of any quest, virtual milk request or request associated with an in-game item. The presence of a quest, virtual milk request or virtual milk request associated with an in-game item in the App does not constitute legal advice or authorisation to perform any action. You are solely responsible for all actions you take while using the App.

Restrictions

You agree not to:

- (a) Employ any automated means, such as robots, spiders, crawlers, or scrapers, to access the App or to extract user data.
- (b) Conduct any vulnerability assessments, including probing, scanning, or testing of our App, systems, or networks.
- (c) Utilise or create any unauthorized third-party applications that interact with the App or other users' content or information without our explicit written consent.
- (d) Upload malicious code or viruses, or otherwise undermining the security of the App.
- (e) Engage in any activity that could disrupt or diminish the enjoyment of the App for other users.

Physical Safety

You acknowledge and agree that your use of the App is entirely at your own risk. You understand and accept that engaging with the App, particularly while performing activities such as walking, climbing, or any other physical exertion, carries inherent risks, including but not limited to, the potential for injury, death, or property damage.

You commit to exercising due care and always maintaining full situational awareness of your physical surroundings while using the App. You further agree that you will not initiate, attempt to action, or continue any App-related activity, including quests, virtual milk requests or virtual milk requests associated with in-game items, if your physical or mental condition, for any reason, makes it unsafe to do so. This includes, but is not limited to, impairment due to fatigue, illness, medication, alcohol, or any other factor that could diminish your judgment or physical capabilities. Your safety is paramount, and you bear sole responsibility for assessing and mitigating risks associated with your use of the App.

8. Payment Terms and In-App Purchases

In-App Purchases

You acknowledge and agree that when you make an in-App purchase, you are purchasing a digital interaction feature only (e.g. the ability to send an extra 'Milk'). You acknowledge that delivery depends on the recipient's voluntary participation and system performance, and we do not guarantee receipt, use or acceptance by the recipient. Except as required by law, we do not provide refunds for in-App purchases where a Virtual milk request or similar interaction is not received or actioned by another player. Additionally, recipients may not receive virtual milk requests in various situations, including but not limited to, when:

- (a) The recipient has not opened the app,
- (b) The recipient has closed the app and does not rejoin before conclusion of the game session,
- (c) The recipient has left the game session,
- (d) The recipient experiences technical difficulties (i.e., device cache deletion, session expiry, connectivity issues) or,

- (e) The recipient's game session has already concluded before the sender's virtual milk request is sent (this can occur due to error in game timer synchronisation between players).

Consumers in European Union member states may have a 14-day withdrawal right from purchase, subject to exceptions for digital content where performance has begun with your consent.

Technical Limitations

We make an effort to ensure accurate processing of all transactions, but technical errors may occur. We accept no liability for technical errors in payment processing. If a purchase fails to process, or if a feature is not delivered due to verified technical fault, contact support@normalturtle.com within 72 hours for a remedy permitted under the Australian Consumer Law or equivalent local law.

Payment Disputes and Processor Responsibilities

Payment processing is handled exclusively by Stripe, Apple Pay, or Google Pay. For payment-related disputes including:

- (a) Unauthorised charges
- (b) Payment processing errors
- (c) Billing disputes
- (d) Refund requests,

you must first contact the relevant payment processor directly using their dispute resolution procedures. We will assist, to the best of our ability, with payment disputes only after you have exhausted the payment processor's dispute mechanisms or where the dispute specifically relates to our delivery of digital content rather than to payment processing.

Each payment processor maintains separate terms of service and dispute procedures. We are not responsible for payment process or policies, processing delays, or transaction failures occurring within their systems.

Purchase Persistence and Restoration

You acknowledge that:

- (a) All purchases are stored in your browser only - clearing cache, changing devices, or disabling cookies permanently erases purchases with no recovery possible;
- (b) We do not maintain server-side records and cannot restore lost items regardless of cause;
- (c) Only non-consumable features (such as "Remove Ads") may be eligible for restoration where technically supported by the payment processor;
- (d) Activities that will cause permanent data loss include: browser cache clearing, using incognito/private mode, changing devices, browser reinstalls, and privacy software cleanup.

By purchasing, you accept full responsibility for maintaining your browser environment and waive any claims for lost items due to local storage limitations.

Statutory Rights

Nothing in these Terms excludes, restricts or modifies your liability that cannot be excluded under the Australian Consumer Law, the UK Consumer Rights Act 2015 or any equivalent, applicable European Union consumer protection law, including liability for death, personal injury, or fraudulent misrepresentation.

8A. Platform Distribution

- (a) The App may be distributed (i) directly via our web site, and/or (ii) through official application stores such as the Apple App Store and Google Play Store (each a Store).
- (b) Where you download or purchase the App or any in-app items through a Store, the Store's terms (including billing, cancellation and refund policies) form part of these Terms and prevail to the extent of any conflict.
- (c) You acknowledge that Apple Inc. and Google LLC (together with their affiliated companies, Platform Providers) are not a party to these Terms, provide no warranty or support for the App, and have no liability in connection with your use of the App except as required under their developer terms.
- (d) All in-app purchases made on iOS must be processed through Apple's in-app purchase system, and all in-app purchases made on Android devices obtained via Google Play must be processed through Google Play Billing.
- (e) You agree to comply with any age rating, content restriction, export-control or other usage rule imposed by a Platform Provider.
- (f) The Platform Providers are third-party beneficiaries of this clause and may enforce it against you.

9. Privacy and Third-Party Services

We collect and process personal data in accordance with our Privacy Policy and applicable data protection laws.

We do not require user registration or maintain persistent user profiles. Inventory and gameplay data is temporarily stored on your device or browser cache and may not persist across sessions, device changes or browser resets.

We do not store or access your payment credentials. All payment processing is handled directly through Stripe, Apple Pay, or Google Pay in accordance with their respective terms.

The App may integrate with third-party services for payments, analytics, or other functions. Use of these services is subject to their respective terms and conditions. We are not responsible for any third-party services or content.

Hosting Infrastructure

The App is hosted on Google Firebase. Service availability and performance may be affected by Firebase infrastructure limitations, maintenance, or outages beyond our control. We are not responsible for service interruptions caused by third-party hosting infrastructure.

10. Disclaimers

App Performance and Content

The App is provided "as is" without warranties of any kind. We cannot guarantee the App will always perform without errors. You may be exposed to custom quests that may be offensive, illegal, misleading, or inappropriate.

Alcohol Consumption

We do not specify or suggest that alcohol must be consumed. We do not condone excessive alcohol consumption. If you choose to drink, you are solely responsible for drinking responsibly and complying with all applicable laws. We accept no responsibility for any consequences arising from alcohol consumption while using the App. This App is not intended for use in jurisdictions where alcohol-related content is restricted or prohibited. Users are responsible for complying with their local laws.

You acknowledge that any drink-related suggestions in the App are entirely optional and do not constitute advice about alcohol consumption amounts or timing.

You acknowledge that:

- (a) The App cannot monitor your alcohol consumption or physical condition.
- (b) You are solely responsible for monitoring and limiting your alcohol intake.
- (c) You are solely responsible for any consequences arising from alcohol consumption while using the App.

In-App items such as 'Milk' are fictional. Purchase or receipt of a 'Milk' does not obligate any player to consume alcohol. In-app items such as 'Milk' or similar are digital interaction features only and do not constitute a tangible product, beverage, or any form of physical good or service.

Public Behaviour

We accept no responsibility for any consequences arising from your public behaviour while using the App.

11. Limitation of Liability

To the maximum extent permitted by law, Normal Turtle Pty Ltd, our officers, directors and shareholders will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from:

- (a) Any actions, behaviour, or consequences resulting from use of the App.
- (b) Injuries, accidents, or damages arising from participation in quests, virtual milk requests or virtual milk requests associated with in-game items.
- (c) Content shared by users through custom quests or usernames.
- (d) Technical errors or system failures.
- (e) Your inability to use or access the App.
- (f) The conduct of other users or third parties on or through the App.
- (g) Unauthorised access to or use of your custom quests.
- (h) Any direct, indirect, incidental, special, consequential, or punitive damages.
- (i) Any actions, behaviour, or consequences (including harm to self or others) resulting from use of the App.

12. Indemnification

You agree to indemnify and hold harmless Normal Turtle Pty Ltd from any claims arising from and against any complaints, charges, claims, damages, losses, costs, liabilities and expenses (including attorneys' fees) solely to the extent such claims arise directly from:

- (a) Your intentional misconduct or wilful breach of these Terms;
- (b) Your knowing violation of applicable laws while using the App;
- (c) Custom quest content you create that infringes third-party intellectual property rights or contains defamatory material, provided we give you prompt notice and reasonable opportunity to defend such claims; and
- (d) Your harassment, intimidation or coercion of other users in connection with the App.

Limitations on Indemnification

This indemnification obligation does not apply where:

- (a) The claim arises from our negligence, breach of these Terms, or violation of applicable law;
- (b) The claim results from technical failures, security breaches, or defects in the App that are within our control;
- (c) You were acting in accordance with our instructions or App functionality as designed;
- (d) The claim relates to circumstances beyond your reasonable control; or
- (e) Mandatory consumer protection laws in your jurisdiction prohibit such indemnification.

Consumer Protection Acknowledgment:

Nothing in this clause requires you to indemnify us to the extent prohibited by the Australian Consumer Law, UK Consumer Rights Act 2015, consumer protection directives applicable to European Union member states, or other applicable consumer protection legislation that cannot be lawfully excluded.

13. Dispute Resolution and Governing Law

Governing Law

The Terms are governed by the laws of Western Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Western Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

This governing law selection does not override mandatory consumer protection laws of your jurisdiction or your right to bring proceedings in courts of your habitual residence where you are a consumer.

Dispute Resolution

Before commencing legal proceedings, the parties must:

- (a) email legal@normalturtle.com detailing the dispute;
- (b) meet (virtually or in person) within 14 days to negotiate in good faith; and

- (c) if unresolved, submit to mediation in Perth, WA (on a costs shared) before litigating.
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14. Modifications to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to the App. Continued use of the App constitutes acceptance of modified Terms. It is your responsibility to review these Terms periodically.

You can terminate these Terms at any time and for any reason by deleting the App. We may also terminate these Terms with you if you fail to comply with these Terms or the law, or for any reason outside of our control.

15. Region-Restriction & Export Compliance

- (a) The App is offered only in the Permitted Regions.
 - (b) We may deploy technical measures (e.g. IP geolocation) to block access from locations other than the Permitted Regions and you agree not to circumvent them.
 - (c) You warrant that you are not subject to export controls, sanctions or laws that prohibit your use of the App.
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16. Severance

If any provision of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, then that provision will be severed from these Terms and not affect the validity and enforceability of the remaining provisions.

17. Contact Information

For questions about these Terms, contact us at: support@normalturtle.com