



**MYCASH
BLUEWATER BAR AND GRILL
TERMS OF USE**
(Last updated 18 June 2026)

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TERMS OF USE

BACKGROUND

- A. Bluewater operates the MyCash System for use by approved Users at the Venue. Through the MyCash System, approved Users may establish and maintain an Account which facilitates eligible gaming-related transactions and other services authorised by Bluewater and permitted by applicable laws.
- B. The MyCash System, Account, MyCash Card and all related services are provided subject to these Terms and Conditions, the Bluewater Terms and Conditions, and any Policies, procedures, rules, directions and regulatory requirements implemented, adopted or published by Bluewater from time to time.
- C. The User acknowledges that access to and use of the MyCash System and Account is conditional upon compliance with these Terms and Conditions and all applicable laws, including any responsible gambling, identification, anti-money laundering and regulatory requirements that may apply from time to time.
- D. By accessing the MyCash System, applying for or registering an Account, using a MyCash Card, or otherwise accessing or using any services made available through the MyCash System, the User acknowledges that they have read, understood and agree to be bound by these Terms and Conditions, the Bluewater Terms and Conditions and any applicable Policies as amended from time to time.

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1 **Account** means a digital MyCash gaming account created and linked to a registered User for use at the Venue in accordance with these Terms and Conditions.
- 1.2 **Australian Consumer Law** means the law contained in the *Competition and Consumer Act 2010* (Cth).
- 1.3 **Bluewater** means Bluewater Hotel Pty Ltd ACN 166 736 134 as trustee for the BH Trust trading as Bluewater Bar and Grill;
- 1.4 **Bluewater Terms and Conditions** means the general terms and conditions adopted by Bluewater and as published by Bluewater from time to time.
- 1.5 **Captains Club** means the membership loyalty program run by Bluewater;
- 1.6 **Captains Club Points** means reward points earned on eligible transactions as part of the Captains Club program in accordance with the Bluewater Terms and Conditions;
- 1.7 **MyCash Card** means the physical card issued to a registered User for the purpose of identifying the User and accessing the User's Account and MyCash Funds through the MyCash System.
- 1.8 **MyCash Funds** means any funds recorded as being held in a registered User's Account from time to time and available for use through the MyCash System.
- 1.9 **MyCash System** means the venue-operated cashless gaming and payment system operated by Bluewater from time to time, including Accounts, MyCash Cards, and associated services used to facilitate eligible transactions.

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- 1.10 **Policies** means any policies relating to the use of the MyCash System, the Venue or as otherwise set by Bluewater from time to time and which are available via the Website.
- 1.11 **System Provider** means Maxgaming Qld Pty Ltd ACN 078 963 050.
- 1.12 **User** means a person who accesses or uses the MyCash System, or who registers for or operates an Account.
- 1.13 **Venue** means the business premises for Bluewater located at 7 Harbour Drive, Trinity Park in the State of Queensland.
- 1.14 **Website** means <https://thebluewater.com.au/>.

2. INTERPRETATION

- 2.1 In this Agreement unless inconsistent with the context or subject matter:
- (a) A reference to a person includes any other legal entity;
 - (b) A reference to a legal entity includes a person;
 - (c) Words importing the singular number include the plural number;
 - (d) Words importing the plural number include the singular number;
 - (e) The masculine gender must be read as also importing the feminine or neuter gender;
 - (f) Clause headings are for reference purposes only and must not be used in interpretation;
 - (g) Where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
 - (h) A reference to a statute includes all regulations and subordinate legislation and amendments;
 - (i) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
 - (j) A reference to a monetary amount is a reference to an Australian currency amount;
 - (k) An obligation of two or more parties binds them jointly and each of them severally;
 - (l) An obligation incurred in favour of two or more parties is enforceable by them severally;
 - (m) References to time are to local time in Queensland;
 - (n) Where time is to be reckoned from a day or event, the day or the day of the event must be excluded;

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- (o) A reference to a business day means any day on which trading banks are open for business in Queensland;
 - (p) If any time period specified in this Agreement expires on a day which is not a business day, the period shall expire at the end of the next business day;
 - (q) A reference to a month means a calendar month.

3. ACCOUNT REGISTRATION AND USE

- 3.1 An Account may only be opened and maintained by an individual who:
 - (a) is at least 18 years of age;
 - (b) is legally permitted to participate in gaming activities at the Venue;
 - (c) satisfies any identification, verification and registration requirements imposed by Bluewater or applicable law; and
 - (d) is not subject to any exclusion order, self-exclusion arrangement, regulatory prohibition or other restriction preventing use of the MyCash System.
- 3.2 Bluewater may refuse an application for an Account, or impose conditions on the use of an Account, in its absolute discretion and subject to applicable law.
- 3.3 Bluewater may require proof of age and identity at any time and may suspend or restrict access to an Account until such verification is completed to its satisfaction.
- 3.4 To establish an Account, a prospective User must complete the registration process specified by Bluewater and provide all information reasonably requested by Bluewater.
- 3.5 The User warrants that all information provided to Bluewater is accurate, complete and current, and must promptly notify Bluewater of any changes.
- 3.6 The User must promptly notify Bluewater of any change to their personal details or other information relevant to their Account.
- 3.7 Bluewater may require the User to provide additional information or documentation at any time for identification, verification, responsible gambling, fraud prevention, anti-money laundering or regulatory compliance purposes.
- 3.8 Unless otherwise approved by Bluewater, a User may only maintain one Account.
- 3.9 An Account is personal to the registered User and must not be transferred, assigned, sold or otherwise made available to any other person.

4. PERMITTED USE OF ACCOUNT

- 4.1 The Account may only be used for lawful purposes and in accordance with these Terms and Conditions.
 - 4.2 The User must not:
 - (a) use the Account for any unlawful, fraudulent or improper purpose;
 - (b) permit any other person to use the Account;
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- (c) attempt to circumvent any security, transaction, gaming or regulatory controls implemented by Bluewater;
 - (d) use the Account in a manner that may compromise the integrity, security or operation of the MyCash System; or
 - (e) engage in conduct that may breach any applicable gaming, anti-money laundering or responsible gambling laws.

5. COMPLIANCE WITH TERMS AND CONDITIONS, LAWS AND POLICIES

- 5.1 The User must at all times comply with:
 - (a) these Terms and Conditions;
 - (b) the Bluewater Terms and Conditions;
 - (c) all applicable laws and regulatory requirements; and
 - (d) all any Policies issued by Bluewater from time to time.
- 5.2 The User acknowledges that Bluewater may monitor Account activity for compliance, security, responsible gambling and regulatory purposes.
- 5.3 These Terms and Conditions are deemed to be accepted by the User upon registering to use the MyCash System. Compliance with these Terms and Conditions is a condition of use of the MyCash System.
- 5.4 The Bluewater Terms and Conditions apply to regulate the conduct of Users at the Venue and adhering to the Bluewater Terms and Conditions is a condition of these Terms and Conditions. A breach of the Bluewater Terms and Conditions may amount to a breach of these Terms and Conditions, entitling the Bluewater to terminate the User's access to the MyCash System.
- 5.5 Further Policies may apply to regulate the conduct of Users and adhering to those Policies is a condition of these Terms and Conditions. A breach of those Policies may amount to a breach of these Terms and Conditions, entitling the Bluewater to terminate the User's access to the MyCash System.
- 5.6 To the extent of any inconsistency between these Terms and Conditions and the Bluewater Terms and Conditions in relation to access to, use of, or participation in the MyCash System, these Terms and Conditions will prevail to the extent of that inconsistency.

6. SUSPENSION AND CLOSURE OF ACCOUNTS

- 6.1 Bluewater may, at any time and in its absolute discretion, refuse registration, suspend, restrict, or terminate a User's access to the MyCash System for any reason at Bluewater's discretion, including where:
 - (a) Bluewater reasonably suspects unlawful activity, fraud, or misconduct;
 - (b) the User breaches these Terms and Conditions, the Bluewater Terms and Conditions or any Policies issued by Bluewater;
 - (c) required for compliance with any applicable laws or regulations;

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- (d) Bluewater reasonably considers such action necessary for security, responsible gambling or regulatory compliance purposes;
 - (e) the User becomes ineligible to maintain an Account; or
 - (f) Bluewater is otherwise required or permitted to do so by law.
- 6.2 Bluewater may investigate any Account activity before permitting further use of the Account or processing any transaction.

7. ACCOUNT MAINTENANCE

- 7.1 The System Provider is responsible for the maintenance of a User's Account.
- 7.2 Bluewater has no responsibility for, and accepts no liability in connection with, the administration, maintenance, operation, security or management of any User Account.

8. ACCOUNT SECURITY

- 8.1 The User is responsible for the security and safekeeping of their MyCash Card, PIN, password, login credentials and any other authentication method used to access their Account.
- 8.2 The User must take all reasonable steps to prevent unauthorised access to their Account.
- 8.3 The User must notify Bluewater immediately if their MyCash Card is lost, stolen, damaged, misused or if the User becomes aware of any unauthorised access to, or compromise of, their Account, PIN, password, login credentials or authentication methods.
- 8.4 Subject to applicable law, Bluewater is not liable for any loss, damage, unauthorised transaction or reduction in Account balance arising from the use of a valid MyCash Card, PIN, password, login credential or authentication method prior to Bluewater receiving notice of the loss, theft, misuse or compromise and having a reasonable opportunity to suspend or restrict access to the Account.
- 8.5 Bluewater may suspend, cancel, replace or restrict the use of any MyCash Card or Account where it reasonably suspects loss, theft, fraud, unauthorised use, security concerns or a breach of these Terms and Conditions.

9. TRANSACTION DELAYS, RESTRICTIONS AND REFUSALS

- 9.1 Bluewater may monitor, review, investigate and verify any Account, User activity or transaction at any time for the purposes of fraud prevention, security, compliance with applicable laws, regulatory requirements, responsible gambling obligations and the proper operation of the MyCash System.
- 9.2 Without limiting any other right available to Bluewater under these Terms and Conditions, at law or otherwise, Bluewater may, in its absolute discretion and without prior notice, delay, block, suspend, reverse, cancel, refuse, restrict or impose conditions on any deposit, withdrawal, transfer or other transaction, and may limit, suspend or terminate access to an Account, where Bluewater considers it necessary, desirable or appropriate to do so.

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- 9.3 Without limitation, Bluewater may exercise its rights under clause 9.2 for reasons including:
- (a) system maintenance, upgrades, testing or operational requirements;
 - (b) actual or suspected fraud, unlawful activity, unauthorised access or security breaches;
 - (c) verification of a User's identity, authority or entitlement to conduct a transaction;
 - (d) compliance with responsible gambling obligations;
 - (e) compliance with anti-money laundering and counter-terrorism financing laws, sanctions laws or other applicable laws;
 - (f) compliance with any direction, request, requirement or expectation of a regulatory authority, law enforcement agency or government body;
 - (g) the existence of a dispute relating to an Account or transaction;
 - (h) suspected error, malfunction or irregularity affecting the MyCash System or any transaction; or
 - (i) any other circumstance where Bluewater reasonably considers that such action is necessary to protect Bluewater, the Service Provider, a Venue, a User or the integrity, security or operation of the MyCash System.
- 9.4 Bluewater is under no obligation to complete, process or permit any transaction and does not warrant that any transaction will be processed within any particular timeframe.
- 9.5 To the maximum extent permitted by law, Bluewater is not liable for, and a User releases Bluewater from, any loss or damage arising from or in connection with any delay, restriction, suspension, reversal, refusal, cancellation or investigation of a transaction, or any limitation, suspension or termination of an Account, where such action is taken in accordance with these Terms and Conditions or applicable law.
- 9.6 Bluewater is not required to disclose the reasons for any action taken under this clause.

10. NO INTEREST

- 10.1 No interest accrues or is payable on any MyCash Funds held in a User's Account, regardless of the amount held or the length of time the funds remain in the Account.
- 10.2 The User acknowledges and agrees that MyCash Funds are maintained solely for the purpose of facilitating transactions through the MyCash System and do not constitute an interest-bearing deposit account or investment product.

11. USE OF THE MYCASH SYSTEM

- 11.1 A User must pay all applicable fees associated with the MyCash System, as determined and notified by Bluewater from time to time.

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- 11.2 Bluewater may determine, at its discretion, the goods and services that may be purchased by a User using their MyCash Card or Account, including for the purpose of playing gaming machines at the Venue.
 - 11.3 A User's Account may only be used at the Venue and at participating venues approved by Bluewater from time to time. Bluewater may add or remove participating venues at its discretion without prior notice.

12. ACCESS TO AND USE OF ACCOUNT AND MYCASH FUNDS

- 12.1 A User must comply with all identification, verification, security and eligibility requirements specified by Bluewater from time to time. Such requirements may include the provision of photographic identification, proof of age, proof of residential address, account verification documents, source of funds information, a MyCash Card, PIN, passwords, multi-factor authentication credentials, or any other information or documentation requested by Bluewater.
- 12.2 Bluewater may, at any time and on one or more occasions, require a User to verify their identity, age, residential address, account ownership, authority, eligibility, source of funds, entitlement to access or transact on an Account, or any other matter that Bluewater reasonably considers relevant to the operation of the Account or the MyCash System.
- 12.3 Bluewater may, in its absolute discretion and without prior notice, delay, suspend, restrict, refuse or impose conditions on:
 - (a) the opening or activation of an Account;
 - (b) access to an Account or MyCash Funds;
 - (c) any deposit, withdrawal, transfer or other transaction; or
 - (d) any request to close an Account,until Bluewater has completed any identification, verification, security, fraud prevention, responsible gambling, anti-money laundering, counter-terrorism financing, sanctions screening, regulatory compliance or other checks to Bluewater's satisfaction.
- 12.4 Bluewater may refuse to open an Account, permit access to an Account, process a transaction or comply with any request relating to an Account where Bluewater is not satisfied, in its sole discretion, as to:
 - (a) the User's identity, age, authority or eligibility;
 - (b) the ownership of, or entitlement to, any MyCash Funds;
 - (c) the legitimacy or source of any funds;
 - (d) compliance with these Terms and Conditions;
 - (e) compliance with the Bluewater Terms and Conditions and any Policies;
 - (f) compliance with any applicable law, regulatory requirement, industry code, policy or direction of a regulatory authority; or

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- (g) any other matter which Bluewater reasonably considers relevant to the security, integrity or operation of the MyCash System.
- 12.5 Bluewater is under no obligation to open, maintain or continue to provide an Account to any person and may suspend, restrict or close an Account at any time where Bluewater reasonably considers it necessary or appropriate to do so, subject to applicable law.
 - 12.6 Bluewater may, in its absolute discretion, and without notice impose, vary or remove limits on deposits, withdrawals, transfers, account balances or transaction frequency in respect of the MyCash System at any time.
 - 12.7 Bluewater may impose enhanced or reduced limits on individual patrons based on account verification requirements, transaction history, risk assessments, responsible gambling considerations, suspected fraudulent or unlawful activity, directions from regulators or law enforcement agencies, or compliance with applicable laws, regulations, industry standards and internal policies.
 - 12.8 The User acknowledges that Bluewater may retain and store copies of identification documents and other verification information provided by the User and may use and disclose such information in accordance with its Privacy Policy, applicable laws and regulatory obligations.
 - 12.9 To the maximum extent permitted by law, Bluewater is not liable for any Loss suffered or incurred by a User arising from or in connection with any delay, suspension, restriction, refusal, verification process, investigation, account limitation or account closure undertaken pursuant to this clause

13. MYCASH FUNDS AND CAPTAINS CLUB

- 13.1 The User acknowledges and agrees that:
 - (a) Captains Club Points are a loyalty and rewards benefit only and are separate from, and do not form part of, any monetary balance, credit balance or MyCash Funds held within an Account or linked to a MyCash Card;
 - (b) a MyCash Card may record, display or otherwise be associated with both MyCash Funds and Captains Club Points, however MyCash Funds and Captains Club Points are maintained separately and are subject to different terms, conditions and rules;
 - (c) the Captains Club and Captains Club Points are governed exclusively by the Bluewater Terms and Conditions and any applicable Policies or Captains Club program rules, as amended from time to time;
 - (d) Captains Club Points have no cash value, are not transferable and cannot be exchanged for cash, refunded or withdrawn from an Account unless expressly permitted by the Bluewater Terms and Conditions;
 - (e) Bluewater may amend, suspend, cancel or terminate the Captains Club program, or vary the manner in which Captains Club Points are earned, accrued, redeemed or forfeited, in accordance with the Bluewater Terms and Conditions; and
 - (f) Bluewater accepts no liability for any loss of Captains Club Points arising from the suspension, closure or termination of an Account, the expiry or forfeiture of Captains Club Points, or any amendment, suspension or

termination of the Captains Club program, except to the extent required by law.

- 13.2 A User may only withdraw MyCash Funds held on their MyCash Card at the Cash Redemption Terminal (CRT) located within the Venue, or at the cashier within the Venue.

14. FEES AND CHARGES

14.1 Account Closing Fees

- (a) Bluewater may, in its absolute discretion, charge an account closing fee where an Account becomes inactive and/or is subsequently closed.
- (b) An inactive Account is an Account with no activity (including gameplay, deposits, or withdrawals) for a continuous period of 12 months or more.
- (c) The account closing fee is non-refundable and is the lesser of:
 - i) \$15; or
 - ii) the remaining balance of the Account.
- (d) Where a User has provided sufficient identification and payment details, and an Account becomes inactive with a balance of \$15 or more, Bluewater may (after deducting any applicable account closing fee) remit the remaining balance to the User by cheque or electronic funds transfer using the details last provided by the User.
- (e) Where a User has not provided sufficient identification or contact details, and an Account becomes inactive, the balance of the Account (after deduction of any applicable fees) may be dealt with in accordance with applicable laws, including remittance to the relevant regulatory authority (including the Queensland Office of Liquor and Gaming Regulation, where required).

14.2 Ongoing Fees and Charges

- (a) Any fees, charges, or costs incurred by Bluewater arising from:
 - i) dishonoured payments or failed deposits; or
 - ii) the processing, transfer, or reversal of funds in connection with a User's Account,may be charged to and deducted from the User's Account.

15. RESPONSIBLE GAMBLING

- 15.1 The User acknowledges that gambling carries risks and agrees to use the Account responsibly. Bluewater may, at any time:
- (a) impose limits on deposits, withdrawals, or gameplay;
 - (b) restrict or suspend access to an Account; or
 - (c) take any other action it considers appropriate to promote responsible gambling or comply with applicable laws or regulatory requirements.

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- 15.2 Bluewater may provide access to responsible gambling tools and resources and may be required to enforce mandatory limits or exclusions.
- 15.3 A User may request to suspend or close their Account at any time. Bluewater may also suspend or close an Account where:
- (a) the User is subject to a self-exclusion program;
 - (b) required by law or a regulator; or
 - (c) necessary to prevent harm or unlawful activity.

16. AML/CTF COMPLIANCE

- 16.1 The User acknowledges that Bluewater may be subject to obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
- 16.2 Bluewater may:
- (a) require the User to provide identification and verification information at any time;
 - (b) delay, block, freeze, or refuse transactions;
 - (c) monitor and report transactions to relevant authorities; and
 - (d) suspend or terminate an Account,
- where reasonably required to comply with applicable laws or where suspicious activity is detected.
- 16.3 Bluewater is not liable for any loss arising from actions taken to comply with such obligations.
- 16.4 Failure of a User to provide satisfactory identification may result in restrictions, suspension, or closure of the User's Account.
- 16.5 The User warrants that:
- (a) all funds deposited into the User's Account are from legitimate sources; and
 - (b) the Account will not be used for any unlawful, fraudulent, or prohibited purpose.
- Bluewater may investigate and take action in respect of any suspected breach of this clause.

17. USER OBLIGATIONS

- 17.1 All Users:-
- (a) Must comply with these Terms and Conditions, the Bluewater Terms and Conditions and the Policies.
 - (b) Are responsible for the security of their username and passwords to the Account and must not share those details with any third party.

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- (c) Are responsible for the accuracy of the content/information they provide to register for an Account and to take advantage or utilise the services offered by the MyCash System.
 - (d) Must contact the Bluewater if:-
 - i) The User becomes aware of unlawful or improper use of their Account;
 - ii) The User's Account is compromised in any manner.
 - (e) Acknowledge that the Bluewater may suspend or close the User's Account where:
 - i) Suspicious or unlawful or improper activity (in the opinion of the Bluewater) is detected or suspected;
 - ii) Otherwise provided for in these Terms.

18. USE

18.1 The MyCash System must not be used for:-

- (a) for illegal purposes or practices including the listing or transmitting any content that would be a contravention of any law;
- (b) for any purpose Bluewater advises is not permitted;
- (c) To engage in malicious activity including:
 - i) Obtaining (or attempting to obtain) unauthorised access to data by circumventing (or attempting to circumvent) security controls designed to prevent unauthorised access;
 - ii) to access, store, reproduce, distribute or publish any content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system, or to provide unrestricted access to material that is unsuitable for minors.

18.2 All Users must use their best endeavours to secure any device or network within their control against being used in breach of these Terms and Conditions by third parties and to protect their own information.

19. EXCLUSIONS

- 19.1 Bluewater is not liable where the MyCash System is unavailable, for whatever reason including, without limitation, for scheduled and unscheduled maintenance.
- 19.2 The User must make its own enquiries and determine whether the MyCash System is suitable for the needs of the User.
- 19.3 Bluewater shall not be responsible for any losses incurred by the User as a result of unauthorised access to the MyCash System.
- 19.4 These Terms and Conditions are subject to all applicable laws and regulatory requirements.

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- 19.5 To the extent of any inconsistency, Bluewater may take any action necessary to comply with such laws, including overriding any provision of these Terms and Conditions.

20. THIRD PARTIES

- 20.1 The MyCash System may contain features or services that interface with third party providers. Where that is the case then:-
- (a) separate terms and conditions may regulate the services provided by the third party.
 - (b) Separate charges may apply in respect of the third party services.
 - (c) Bluewater is not responsible for and makes no representations or warranties in respect of the third party products or services.
 - (d) Bluewater is not liable for, and the User shall indemnify the Bluewater in respect of, any breach by the User of the terms and conditions of any third party provider connected with the MyCash System.

21. DATA

- 21.1 Bluewater may collect, use, store, and disclose the User's personal information in accordance with applicable privacy laws and its Privacy Policy. User data will be retained for so long as reasonably necessary to provide the services and to comply with legal and regulatory obligations, unless the User validly requests deletion in accordance with applicable laws.
- 21.2 The User acknowledges that, in certain circumstances, Bluewater may be required to retain personal information despite a deletion request, including to comply with obligations under applicable laws.
- 21.3 Bluewater's Privacy Policy is available via the Website and forms part of these Terms and Conditions. By using the MyCash System, the User consents to the collection, use, and disclosure of their personal information as described in that Privacy Policy.
- 21.4 The User is responsible for maintaining the security of their own devices, systems, and credentials used to access the MyCash System, including implementing appropriate safeguards for data storage and back-ups.

22. LIABILITY AND INDEMNITY

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *To cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

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- 22.1 Other than where the Australian Consumer Laws apply and cannot be excluded, Bluewater does not accept responsibility for loss or damage related directly or indirectly to use of the MyCash System. For the avoidance of doubt, Bluewater is not liable: -
- (a) For consequential loss including loss of property or opportunity or damage to goodwill which is related directly or indirectly to the use of the MyCash System.
 - (b) For failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records of the User.
 - (c) the accuracy, suitability or currency of any information on the MyCash System (including third party material and advertisements).
- 22.2 Each User is liable for and indemnifies the Bluewater against liability or loss arising from, and cost incurred in connection with any breach or misuse of the MyCash System by the User or any breach by a User of these Terms and Conditions and any Policies that apply to the use of the MyCash System from time to time.
- 22.3 Each User releases Bluewater from and agrees that the Bluewater is not liable for any cost, expense, damage, liability, or loss arising from, and cost incurred in connection with the MyCash System not being available.
- 22.4 Where the Australian Consumer Law applies to these Terms and Conditions and where Bluewater is able to limit its liability for breach, then the amount of Bluewater's liability limited to \$100.00

23. PRIVACY

- 23.1 Bluewater is committed to maintaining the confidentiality and security of its User's personal information and managing it in an open and transparent way. The Privacy Policy can be accessed via the Website or by request via info@thebluewater.com.au.

24. TERMINATION AND SUSPENSION

- 24.1 Upon suspension or termination of an Account for any reason:
- (a) the User's right to access and use the MyCash System immediately ceases;
 - (b) Bluewater may retain, block, or deal with any MyCash Funds held in an Account in accordance with these Terms and Condition and applicable laws; and
 - (c) Bluewater may retain User data as required to comply with legal and regulatory obligations.
- 24.2 The User is solely responsible for exporting or retaining any data or information associated with their Account prior to termination. To the maximum extent permitted by law, Bluewater is not obliged to provide access to or copies of such data following termination.

25. GOVERNING LAW

- 25.1 These Terms are governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland.
- 25.2 The parties submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

26. VARIATION AND ASSIGNMENT

- 26.1 Bluewater may assign, transfer or otherwise deal with an Account and any rights thereunder if it is commercially reasonable for it to do so (for example, if the Bluewater's business is sold).
- 26.2 These Terms and Conditions, the Bluewater Terms and Conditions and any applicable Policies may be amended by Bluewater from time to time by posting updated versions of the relevant document or publishing via the Website. Such revised Terms and Conditions and Policies shall take effect from the date they are published unless another date is specified.
- 26.3 Where a User is not satisfied with any variation or assignment, it may cancel its Account.

27. SEVERANCE

- 27.1 If any part of these Terms and Conditions is found to be void or unenforceable then that clause or clauses shall be severed from these Terms and Conditions and the remain Terms and Conditions shall continue to apply.