

IKEA Business Network Terms and Conditions

Effective date: 1 March 2025

Part A - General Terms and Conditions

Thank you for signing up to IKEA Business Network (the "**Network**"). Through the Network, you will have access to numerous services and benefits that support your business.

1. Terms and Conditions

These Terms and Conditions form a legally binding contract between an individual or a company signed up to be a member of the Network and its registered users ("Network Members", "you", "your") and IKEA Pty Limited (ABN 84 006 270 757) ("IKEA", "we", "us").

The Terms and Conditions govern your Network's access to and use of the Network.

IKEA may, in its sole discretion and at any time:

- (a) modify these Terms and Conditions (e.g. in case of changes to applicable laws, changes in services and features offered by IKEA, or when we introduce new services); or
- (b) remove or edit content, modify, suspend or discontinue the availability of any features or services, or choose to charge or stop charging a fee for any services under the Network.

While we will always do our best to support your needs, we do not warrant the products or services you purchased from IKEA are suitable, appropriate or legal to use for your business. **Not all IKEA products on offer to the Network Members have been approved for commercial use**. Hence, IKEA takes no responsibility for ensuring that the products are suitable for intended use by the Network Member. If you have any questions about commercial use of IKEA products, please contact <u>IKEA for Business</u> for more information.

All purchases are subject to the IKEA Returns and Exchanges Policy which can be viewed $\underline{\text{here}}$.

IKEA is a limited liability company, with registered address at 630 Princes Highway, Tempe NSW 2044.

In case you have feedback, comments or questions regarding the Network, please contact IKEA Australia Customer Support Centre by <u>sending us an email</u> or by phone on (02) 9010 0264.

2. IKEA Business Network

To sign up to be a Network Member, you must:

- (a) be aged 18 years or over;
- (b) have a current Australian address;
- (c) have a valid Australian Business Number (ABN) for your business; and
- (d) have a verifiable email address for the Network.



The Network enables you to purchase products and services for business purposes and to access and use a number of features, services and benefits intended for Network Members.

In order to connect your purchases to the Network, you must identify yourself. For purchases online, please insert your Network membership number in the requested field. For purchases in store, please scan your IKEA for Business digital card at the check-out. It is important that you remember this because for technical reasons, we cannot make any retroactive registrations of purchases.

Network Member must provide accurate, current and complete information, including the business or company name, verifiable email address and contact details, and undertakes to keep your details updated of any changes to such information.

Network Member can choose to have several users and administrators connected to the Network. All administrators have full administrative rights to the Network including the possibility to invite other users to access the Network and delete such users if and when needed.

By registering, you represent that the individual submitting the registration has the authority to bind you. You also represent that the Network Member has all requisite right, power, and authority to enter into and perform its obligations under these Terms and Conditions.

The Network is non-transferable and may be used and accessed only by the Network Member, directly and exclusively for its own business purposes. You acknowledge that the Network may under no circumstances be used for or in connection with reselling of IKEA products or services to third parties.

Signing up to be a Network Member means that IKEA will store and process personal data of the individual administrating the account on behalf of the Network Member. You hereby confirm that you will make any such individuals aware of the content of the IKEA Privacy Policy.

3. Acceptable Use

You may use your Network only for business, commercial and authorised purposes, such as purchases, use of planning tools, and to communicate with IKEA. You must not misuse or tamper with the features and services that you get access to through the Network (e.g. hack, introduce viruses, trojans, worms, logic bombs or other technologically harmful material, carry out denial of service attacks or any other technologically harmful practice or materials) or otherwise interfere with IKEA's technologies or functionalities.

You are also responsible for all activities that occur under your Network including maintaining the confidentiality of your password. If you believe that an unauthorised person has access to your password and/or the Network, you must contact us immediately and change any compromised passwords.

Please also remember to log out from your Network after the end of each session. IKEA will not be responsible for any loss or damage arising out of your failure to comply with these Terms and Conditions.

4. Copyright, trademarks and patents



All title, ownership, rights, and intellectual property rights in and to the Network, ikea.com and the IKEA brand shall remain with IKEA or our franchisor, Inter IKEA Systems B.V.

The use of the Network does not give you the right to use or reproduce any of our copyrighted material, trademarks, service marks, patents or other proprietary rights or material.

Network Member also confirms that it will not use its relationship with IKEA for any marketing or financing purposes or as reference in any company presentations or press releases, or in any way utilise (neither on the Internet nor in any other way communicate to the public) any trade name, trademark, service mark, logo or other distinctive brand feature of IKEA, Ingka Group or Inter IKEA Group.

5. Termination and suspension of the Network

You may downgrade to be an IKEA for Business account holder or terminate your Network at any time by changing the settings on your *My IKEA Business Network Page*. If you do so, you will no longer be able to access the Network benefits. This will immediately impact all registered users connected to your Network.

We may, in our sole discretion, terminate or suspend your Network by sending notice to your registered email address if:

- (a) you have not provided accurate, current and complete information including a verifiable email address within 30 days of creation of the Network,
- (b) we see, or have reasons to believe, that your use of the Network is or is likely to be in breach of these Terms and Conditions,
- (c) we suspect fraud, unauthorised use or abuse of our services, or any other use of the Network that we consider not acceptable to IKEA; or
- (d) you have been inactive for more than 3 years. By inactivity, we mean that you have not interacted with IKEA by e.g. logging in to you Network or opening our emails.

Upon suspension, the Network may be blocked for further usage until you have taken our recommended action to unblock the Network (e.g. to unlock an unverified new Network, you must provide us a verified email address).

Upon termination, all rights and obligations under these Terms and Conditions will automatically terminate except for rights of action occurring prior to termination, payment obligations, and sections 1, 4, 5, 6, 7 and 8.

For more information about our data retention policy after our Network is cancelled, suspended or terminated, see IKEA Privacy Policy.

6. Indemnification

Network Member agrees to defend, indemnify, and hold harmless IKEA from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following ("Claim"):

(a) Network Member's illegal access to or use of the Network, including information provided in connection therewith;



- (b) Network Member's breach or alleged breach of these Terms and Conditions or applicable law; and
- (c) any misrepresentation made by Network Member.

Network Member will cooperate in good faith and as fully as reasonably required by us in, the defense or settlement of any Claim.

7. Limitation of liability

To the extent permitted by applicable legislation, IKEA will not be liable to the Network Member for any damages of any kind, including without limitation any indirect, special or consequential damages, arising out of the Network Member's use or inability to use the Network.

8. Applicable law and disputes

These Terms and Conditions shall be governed by the law of New South Wales, Australia, without regards to any rules or principles on conflicts of laws. Any dispute, claim or controversy arising or relating to these Terms and Conditions shall be resolved by the applicable courts in New South Wales, Australia.

Part B - IKEA Business Network Benefits

Network Members are eligible to the certain benefits. These benefits may change over time and IKEA reserves the right to add or remove any benefit.

Some benefits are only offered to you at any one time. Any attempt to circumvent this right will be considered a breach of these Terms and Conditions which will lead to termination of your Network.

9. My IKEA Business Network Page

As a Network Member, you will get access to the *My IKEA Business Network Page* where all information about the membership, purchase history and benefits exclusive to Network Members are available.

10. Product and service offerings and discounts

Through the Network, Network Members will have access to a great variety of benefits including discounts, offerings and services. For example, we may offer discounts on:

- interior design consultations to help Network Members create the space needed for their business;
- (b) business services provided by our partners that we believe are relevant to the Network Members; and
- (c) selected IKEA products and services.



Discounts, offers and services will vary over time and may also differ from store to store. Information about our current benefits including offers, discounts and services can be found on the My IKEA Business Network Page or in the IKEA store.

11. Learn with IKEA

We want to support the growth of our Network Members. For this reason, we have created *Learn* with IKEA. This gives Network Members access to educational content through training modules and newsletters on topics such as people development, business development and space creation.

Please note that all content in Learn with IKEA has been created exclusively for Network Members. Network Members are prohibited from downloading, copying, recording, sharing, distributing or otherwise making available any of the content to any third party.

12. Perks for Your People

We care about companies, but we care even more about people. That is why we want to give Network Members the possibility to create a better everyday life for their employees.

We have teamed up with our partner Rewards Gateway Ltd ("Reward Gateway") to offer Network Members a 40% discount on Reward Gateway's platform for small business (we call it "Perks for Your People").

Information about Perks for Your People is found on your *My IKEA Business Network Page* (with links to the Reward Gateway's website).

Please note that:

- (a) Perks for your people are offered by Reward Gateway directly to each Network Member (not offered by IKEA);
- (b) Perks for Your People are subject to the specific terms and conditions and Privacy Policy of Reward Gateway available on its <u>website</u>;
- (c) IKEA takes no responsibility for Perks for Your People and will not be liable to Network Members for any damages of any kind, including without limitation any indirect, special or consequential damages, arising out of the Network Member's use or inability to use Perks for your people; and
- (d) Perks for your people have been negotiated exclusively for the Network Members and Network Members are prohibited from making them available to anyone who is not an employee of the Network Member.