

Lancini Group | Terms of Use

ACCEPTANCE OF TERMS OF USE

These TOU apply to this website and the Services (defined below) provided by Lancini Holdings Pty Ltd ACN 097 841 159 and/or its subsidiaries ("LANCINI GROUP", "we", "our").

By accessing, using or browsing this website or the Services, or by continuing to do so, you expressly accept and agree to be bound by these terms of use ("TOU").

LANCINI GROUP reserves the right to update these TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "terms of use" hypertext link located at the bottom of our web home pages.

DESCRIPTION OF SERVICES

Through this website, LANCINI GROUP may provide you with access to a variety of information, content, materials and resources, including download areas, communication forums and product information (collectively "Services"). The Services include any updates, enhancements, new features, and/or the addition of any new information, and are supplied subject to these TOU.

PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Services are for your personal and non-commercial use. Except to the extent permitted below, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, content, materials, resources or products obtained as a result of your access to the Services.

INTELLECTUAL PROPERTY

All intellectual property rights subsisting with respect to this website or any Services are owned or licensed to us. No such intellectual property rights are transferred to you. You must not do or allow any third party to do anything which may infringe, damage or challenge our intellectual property rights or the intellectual property rights of any third party in respect of this website or the Services.

PRIVACY STATEMENT

We will collect, hold and use your personal information in accordance with our Privacy Policy available on this website. Our Privacy Policy sets out:

- our Privacy Officer's contact details;
- the purposes for which we collect personal information and our usual disclosure practices;
- information about our disclosure of personal information overseas;
- how to access and seek correction of your personal information; and
- how to complain about a breach of our obligations in respect of your personal information and how we will deal with such a complaint.

Our collection of your personal information is not required by any law, however if you do not provide us with all of the personal information that we may request, it may impact our ability to deliver products or provide you with information or services, or our advice or services may be compromised.

NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEB SITE

Permission Notice

Permission to copy documents (such as press releases, datasheets and faqs) forming part of the Services is granted, provided that

- (1) the below copyright notice and this permission notice appear in all copies that you make,
- (2) the intended use of such copied documents is only for informational and non-commercial or personal use only and the documents must not be copied or posted on any network computer or broadcast in any media, and
- (3) no modifications of any documents are made.

The required copyright notice is: © LANCINI GROUP.

Exceptions

Documents referred to above do not include the design or layout of the www.lancinigroup.com.au web site or any other LANCINI GROUP owned, operated, licensed or controlled site. Elements of LANCINI GROUP web sites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, image or other content from any LANCINI GROUP web site may be copied or retransmitted unless expressly permitted by LANCINI GROUP in writing.

MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You may be asked to choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify LANCINI GROUP immediately of any unauthorized use of your account or any other breach of security. LANCINI GROUP will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you will be liable for losses incurred by LANCINI GROUP or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

UNACCEPTABLE USES

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these TOU.

You may not use the services in any manner that could damage, disable, overburden, or impair any LANCINI GROUP server, or the network(s) connected to any LANCINI GROUP server, or interfere with any other party's use and enjoyment of any services. Without limitation to the foregoing, you must not:

- distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists;
- send unsolicited commercial messages;

- initiate or spread computer worms, viruses or other types of malicious programs;
- make transmissions of any type or quantity which adversely affect the operation of the website or the Services, or jeopardises the use of the website or the Services, or the performance of this website or the Services for other users;
- harass or impersonate any person;
- attempt to interfere with service to any user, host or network, including without limitation via means of overloading, "flooding", "mail bombing" or "crashing";
- forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- engage in conduct which causes a threatened or actual nuisance to other users; or
- violate or attempt to violate the security of this website or the Services.

You must not when using this website or the Services:

- violate copyright, trade mark or other intellectual property rights;
- illegally store, use or distribute software owned by or licensed to us;
- transmit threatening, obscene or offensive materials;
- discriminate or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- misrepresent or defame others;
- commit fraud;
- damage, modify or destroy any of our or any other person's files, data, passwords, devices or resources;
- make an unauthorised transmission of confidential information or data protected by trade secrets;
- engage in misleading or deceptive on-line practices;
- conduct any business or activity or solicit the performance of any activity that is unlawful;
- impersonate any person, or misrepresent your identity or affiliation with any person; or
- attempt to do any of these things.

You must not:

- attempt to reconfigure this website in any way or modify, reverse engineer, disassemble, decompile, copy or cause unintended effect to any part of the website or any software used on the website;
- data scrape this website either manually or by use of a web spider, web robot or any other web crawling or other technology;
- attempt to obtain unauthorised access to any part of this website or the Services, or to our servers or any hardware supporting the website or the Services, or third party accounts, through hacking, password mining or any other means; or
- attempt to obtain any materials or information through any means not intentionally made available through the Services.

USE OF COMMUNICATION SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a “communication service” and collectively “communication services”).

You agree to use the communication services only to post, send and receive messages and material that are proper and, when applicable, related to the particular communication service. By way of example, and not as a limitation, you agree that when using the communication services, you will not:

- use the communication services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

- upload files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- advertise or offer to sell or buy any goods or services for any business purpose, unless such communication services specifically allow such messages.
- download any file posted by another user of a communication service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- restrict or inhibit any other user from using and enjoying the communication services.
- violate any code of conduct or other guidelines which may be applicable for any particular communication service.
- harvest or otherwise collect information about others, including e-mail addresses.
- violate any applicable laws or regulations. create a false identity for the purpose of misleading others.
- use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

LANCINI GROUP has no obligation to monitor the communication services. However, LANCINI GROUP reserves the right to review materials and other content posted to the communication services and to remove any materials or other content in its sole discretion. LANCINI GROUP reserves the right to terminate your access to any or all of the communication services at any time, without notice, for any reason whatsoever.

LANCINI GROUP reserves the right at all times to disclose any information as LANCINI GROUP deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in LANCINI GROUP's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any communication services. LANCINI GROUP does not control or endorse the content, messages or information found in any communication services and, therefore, LANCINI GROUP specifically disclaims any liability with regard to the communication services and any actions resulting from your participation in any communication services. Managers and hosts are not authorized LANCINI GROUP spokespersons, and their views do not necessarily reflect those of LANCINI GROUP

Materials and other content uploaded to the communication services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO LANCINI GROUP OR POSTED AT ANY LANCINI GROUP WEB SITE

LANCINI GROUP does not claim ownership of the intellectual property rights subsisting with respect to any materials or other content you provide to LANCINI GROUP (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "submission" and collectively "submissions"). However, by posting, uploading, inputting, providing or submitting ("posting") your submission you are granting LANCINI GROUP, its affiliates, contractors and necessary sublicensees permission to use your submission in connection with the operation of their businesses (including, without limitation, promotion and supply of all LANCINI GROUP products and services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; to publish your name in connection with your submission; and the right to sublicense such rights to any of our suppliers or contractors.

No compensation will be paid with respect to the use of your submission, as provided herein. LANCINI GROUP is under no obligation to post or use any submission you may provide and LANCINI GROUP may remove any submission at any time in its sole discretion.

By posting a submission you warrant and represent that you own or have a licence for all of the rights to your submission as described in these terms of use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submissions and grant the above permission to LANCINI GROUP.

In addition to the warranty and representation set forth above, by posting a submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("images"), you warrant and represent that

(a) you are the copyright owner of such images, or that the copyright owner of such images has granted you permission to use such images or any content and/or images contained in such images consistent with the manner and purpose of your use and as otherwise permitted by these TOU,

(b) you have the rights necessary to grant the licenses and sublicenses described in these TOU, and

(c) that each person depicted in such images, if any, has provided consent to the use of their images as permitted in these TOU, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such images.

By posting images, you are granting

(a) to all members of your private community (for each such images available to members of such private community), and/or

(b) to the general public (for each such images available anywhere on the Services, other than a private community), permission to use your images in connection with the use, as permitted by these TOU, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your images without having your name attached to such images, and the right to sublicense such rights to any of our suppliers or contractors.

The licences granted in the preceding sentences for an image will terminate at the time you completely remove such image from the Services, provided that, such termination shall not affect the licence granted

in connection with such image prior to the time you completely remove such images. No compensation will be paid with respect to the use of your images.

SECURITY

We take all reasonable steps to ensure the security of our systems. However the possibility exists that your personal information or other data may be unlawfully observed or collected while the data is being transmitted over the internet or while stored on cloud based servers. We will not be liable for any loss that may arise from third party unauthorised access to your personal information or other data, or any corruption of data.

LINKS TO THIRD PARTY SITES

This website may contain links to other websites. Any linked sites are not under the control of LANCINI GROUP and LANCINI GROUP is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. LANCINI GROUP is not responsible for webcasting or any other form of transmission received from any linked site. LANCINI GROUP is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by LANCINI GROUP of the site. We are also not responsible for the privacy or security practices of third party websites. We accept no responsibility for, and you release us from any liability that may arise from your use or access to any third party website.

OUR RIGHTS

You will indemnify us against all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute that we suffer or incur as a result of:

- any breach of these TOU by you (including any warranties provided by you under these TOU);
- your breach of any third party's intellectual property rights or other rights; or
- any wilful, unlawful or negligent act or omission by you.

Without limiting any of our other rights, if you breach any term of these TOU (including any warranty), we will have the right to:

- confiscate or destroy or require you to return or destroy, at your cost, all material that you have obtained from this website or the Services;
- require you to delete or otherwise permanently remove from any electronic device, information you have obtained from this website or the Services, using any means reasonably necessary;
- suspend or terminate your access to this website or the Services; and
- take any other action against you.

WHAT WE MAY DO TO ENSURE THAT THESE TOU ARE BEING FOLLOWED

We may (but are not obliged to) monitor your use of this website or the Services to determine whether these TOU are being followed. If we monitor your use, we will safeguard your privacy unless doing so would involve us concealing an actual or suspected criminal offence, be contrary to law or inhibit the enforcement of these TOU.

If we become concerned that your use of this website may break the law or that you have not complied with these TOU, we will generally attempt to contact you before taking action (if possible). However we may at any time report any offences committed by a user of this website or the Services to the relevant law enforcement authorities.

If we believe that your use of this website or the TOU may break the law or that you have not complied with these TOU we may also suspend or terminate your access to this website or the Services without notice.

ACCESS

We may from time to time suspend, disconnect or deny access to this website or the Services, without notice to you during any technical failure, modification or maintenance affecting this website or the Services.

Without notice to you, we may remove, amend or alter any material or data on this website or accessible through the Services for any reason including without limitation upon being made aware of any claim or allegation or risk of a claim or allegation that any such material or data is unlawful, defamatory, offensive or in breach of a third party's rights.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we do not provide any representations or warranties relating to this website or the Services including with respect to content or availability. To the extent permitted by law all warranties and conditions, whether express, statutory or implied, of merchantability, fitness for a particular purpose, title and non-infringement are excluded.

We will not be responsible in any way for the availability of this website or the Services, and you release us from any liability with respect to same to the extent permitted by law.

You rely on any information and materials you obtain from this website or the Services at your sole risk. The documents and related graphics published on the Services could include technical inaccuracies or typographical errors. Changes are periodically made. LANCINI GROUP and/or its respective suppliers or contract may make improvements and/or changes in the product(s) and/or the services(s) described on this website or through the Services at any time.

We do not warrant that this website or the Services will operate error-free or that this website and its server are free from computer viruses or other harmful mechanisms.

Nothing in these TOU excludes any liability under the Australian Consumer Law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), or any other applicable law, that cannot be excluded by law. If the Australian Consumer Law or any other law implies a guarantee, condition or warranty into these Terms that cannot be excluded by law, our liability for any breach of such guarantee, condition or warranty will be, to the maximum extent permitted, either limited to the replacement or supply of equivalent goods or services, or the payment of the cost of having the goods or services re-supplied.

To the maximum extent permitted by law including the Australian Consumer Law, we will not be liable for any direct, indirect or consequential loss (including without limitation loss of profits, loss of revenue, loss of data, lost production, loss of business, loss of the benefit of any contract or other agreement or arrangement, damage to reputation or any other losses which do not arise naturally from a breach of contract) resulting directly or indirectly from your access to this website or the Services or any action taken or reliance by you on any information or materials provided on this website or through the Services (including through negligence).

GOVERNING LAW

These Terms are governed by and are to be interpreted pursuant to the laws of Queensland, Australia and users of this website or the Services submit to the non-exclusive jurisdiction of courts of Queensland, Australia in respect of any disputes under or related to these TOU or a user's access to or use of this website or the Services.