

Terms and Conditions of Use

RECITALS

Access and use of this website is subject to the terms and conditions of use outlined in this agreement (“**Terms**”).

1. Definitions and Interpretation

1.1. In these Terms (including the recitals) unless the context otherwise requires:

“**Site Content**” means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

“**We**”, “**Our**” or “**Us**” means LAN Creation;

“**Website**” means the website with domain address <http://www.lancreation.com.au>; and

“**You**”, “**Your**” means you as the user of the Website.

1.2. In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect their interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Australian currency;
- (i) a reference to time refers to Eastern Standard Time;
- (j) “includes” is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a Party because these Terms are prepared by (or on behalf of) that Party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document.

2. Terms and Conditions

- 2.1. Access to and use of this Website is governed pursuant to these Terms. By using or reading the content of the Website, you signify that you have read, understood and agree to be bound by these Terms.
- 2.2. The Terms are periodically reviewed by us and we reserve the right to change our Terms by updating this page at our sole discretion. You should review this page regularly as any changes to the Terms take immediate effect from the date of the publication on this page.

3. Acceptance

- 3.1. In order to use this Website, you must first agree to the Terms.
- 3.2. You accept the Terms by:
 - (a) reading, reviewing or browsing the content on the Website; or
 - (b) clicking to accept or agree to the Terms, where this option is made available to you by the Website.
- 3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website if:
 - (a) you are not of legal age to form a binding contract with us; or
 - (b) you are a person barred from entering into contracts under legislation,in which case, you must immediately leave the Website.
- 3.4. By accepting the Terms, you agree that this is clear and unequivocal proof that the Terms herein are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms.
- 3.5. If you do not understand any part of the Terms you should seek independent legal advice.
- 3.6. Before you continue, you should print off or save a local copy of the Terms for your records.

4. Membership

- 4.1. In order to use this Website, you may be required to provide information about yourself such as identification or contact details to become a registered member ("**Member**" or "**Membership**").
- 4.2. In becoming a Member, you may be issued with a User ID and/or password ("**Account Information**").
- 4.3. You agree that any information you provide to us will always be accurate, correct and up to date. We may suspend or terminate your access to the Services if any information provided is inaccurate, outdated or incomplete.
- 4.4. In creating a Membership, you understand and agree that access and use of the Membership is limited, non-transferable and allows for the sole use of the Website by the Member.
- 4.5. The price (if any) of your Membership is subject to change as advised to you by us from time to time. You will be given an opportunity to either accept the changed price or terminate your Membership.
- 4.6. In creating a Membership, you agree to receive commercial messages from us. You may unsubscribe from such commercial messages at any time by using the "opt-out" function within the message.

5. Provision of Goods or Services

- 5.1. You acknowledge and agree that if you order goods and/or services through the Website:
- (a) you will pay for the costs of such goods and/or services in accordance with the payment terms on the Website;
 - (b) we may use a third-party banking merchant to process payments made through the Website and, in these circumstances, your use of these payment facilities may be subject to the terms and conditions of the third-party banking merchant;
 - (c) you agree to indemnify us against any loss directly or indirectly suffered due to your failure or delay in making payment in full or in part and notwithstanding that the failure or delay may be out of your control;
 - (d) the risk and title in any goods you purchase from us will pass to you upon our receipt of your payment for the goods;
 - (e) the obligation to pay for any services rendered arises after those services are practically completed;
 - (f) unless otherwise specified, any monetary amounts are exclusive of GST; and
 - (g) any special conditions or terms of sale as specified in the Website prevail over this clause.

6. Intellectual Property

- 6.1. The Site Content is protected by copyright and we reserve all intellectual property rights which may subsist in the Site Content and/or the Website.
- 6.2. By accepting the Terms, you are granted a non-exclusive licence to:
- (a) view the Website;
 - (b) print pages from the Website in its original form; and
 - (c) download any material from the Website for caching purposes only.
- 6.3. You must not, without our prior written consent, which may be withheld at our absolute discretion:
- (a) copy, republish, reproduce, duplicate or extract Site Content;
 - (b) redistribute, sell, rent or licence any Site Content; or
 - (c) edit, modify or vary the Site Content.

7. Acceptable Use

- 7.1. You must not use, or cause this Website to be used, in any way which:
- (a) breaches any clause of the Terms;
 - (b) infringes our or any third party's intellectual property rights;
 - (c) is fraudulent, illegal or unlawful; or
 - (d) causes impairment of the availability or accessibility of the website.

- 7.2. You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:
- (a) spyware;
 - (b) computer viruses;
 - (c) Trojans;
 - (d) worms;
 - (e) keystroke loggers; or
 - (f) any other malicious computer software.

8. Indemnity and Liability

8.1. General indemnity

You agree to indemnify us, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which we may pay, suffer, incur or are liable for, in relation to: any act you do or cause to be done, in breach of the Terms.

8.2. General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website.

8.3. Acceptance

By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 8 are reasonable.

9. Warranties and Representations

- 9.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.
- 9.2. None of our affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.

10. General Provisions

- 10.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 10.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 10.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 10.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to our registered place of business and you agree to submit to the non-exclusive jurisdiction of the Courts in that jurisdiction.