



TERMS OF USE

A: UNIT 1/10 PRINCIPAL LINK, MALAGA, 6090, WA

T: 1300 300 056 E: INFO@JAZI.NET

ABN: 80164840859 ACN: 164840859

Terms of Use

Your use of the jazi.net website ("JaziNET website") owned by Jazi Group Pty Ltd ("we", "our" or "us") is subject to these Terms of Use;

- the Copyright and Trade Mark Notice;
- our Privacy Statement; and
- any other terms, conditions, notices or disclaimers displayed on the JaziNET website

(collectively "Website Terms").

By using the JaziNET website you will be deemed to accept the Website Terms and agree to be bound by them.

Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version on a JaziNET website. By continuing to use the JaziNET website you will be deemed to accept the updated Website Terms and agree to be bound by them.

Registration may be required to access

We may require you to register with us in order to access some parts of the JaziNET website.

Where you register with us, you must keep your registration details confidential; you will be responsible for any access to the JaziNET website using your registration details, even if the access is by another person.

No unlawful, infringing or offensive activity

You must not post or transmit to or via the JaziNET website any information or material or otherwise use the JaziNET website for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

No viruses or other interference

You must not transmit to or via the JaziNET website any virus or other information or material or otherwise use the JaziNET website in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the JaziNET website;
- inhibits any other user from using the JaziNET website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

We may suspend or terminate your access

We may suspend or terminate your access to all or any part of the JaziNET website at any time, if you breach these Website Terms in our reasonable opinion.

Content that you submit to the JaziNET website

This section applies if you submit, post, transmit or otherwise make any material available via a JaziNET website ("your content").

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of our business, and the right to sub-license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law.



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We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

Links to third party sites

The JaziNET websites may contain links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites solely at your own risk.

No warranties or representations

To the maximum extent permitted by law, we do not represent or warrant that the content on the JaziNET website is accurate, reliable, suitable, or complete.

In particular, although we use reasonable care and skill in providing the JaziNET website, we cannot promise that the JaziNET website will be continuously available or virus or fault free.

Our liability to you

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise as a result from your use of the JaziNET website in connection with any business purpose.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

Your liability to us

You are liable to us for breach of the Website Terms or negligence under the principles applied by the courts.

You are not liable to us for any loss to the extent that it is caused by us.

Inconsistent terms

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of the JaziNET website ("other terms"), the other terms will govern to the extent of the inconsistency.

No waiver for breaches

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

Governing law

The Website Terms are governed by the law in force in the State of Western Australia, Australia.