



These terms and conditions apply to the use of this web site, including your signing up for your online account with us. In using this web site for these or any other purposes, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the web site. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this web site.

## 1. Definitions and interpretation

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1.1 In this agreement:

**Agreement** means these terms and conditions.

**Business Day** means a day on which banking institutions generally are open in Brisbane but excluding Saturdays, Sundays and public holidays;

**GST** means GST as that term is defined in the GST Law, and any interest, penalties, fines or expenses relating to such GST;

**GST Law** means, where the context requires or permits, the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and/or associated Commonwealth legislation, regulations and publicly available rulings;

Intellectual Property Rights means:

- (a) any confidential information;
- (b) copyright (including rights in the nature of, or analogous to, copyright);
- (c) database rights;
- (d) performer's protection;
- (e) moral rights;
- (f) inventions (including patents);
- (g) trademarks;
- (h) service marks;
- (i) designs;
- (j) any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields,

whether or not registered or registrable and includes any:

- (k) right to apply for the registration;
- (l) renewals and extensions; and

of such rights listed in (a) to (l) above;

**Submissions** means all comments, feedback, suggestions, photos, e-mail and similar information or materials that you submit to us regarding our products or services.

**Taxes** means any present or future taxes (including taxes on goods and/or services), rates, levies, imposts, duties (including stamp duties), deductions, charges, compulsory loans and withholdings (other than any such taxes on the overall net income of a party) which may be incurred in any jurisdiction and any interest, penalties, fines or expenses relating to any of them;

1.2 In this agreement, unless the contrary intention appears:

- (a) In these terms and conditions, the expressions "uComms", "we", "us" and "our" are a reference to uCommunications Pty Ltd.
- (b) a reference to:
  - (1) these terms and conditions or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
  - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
  - (3) a person, firm, corporation, association or government body includes any other of them;
  - (4) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;
  - (5) a time is a reference to Brisbane time unless otherwise specified;
  - (6) a right includes a benefit, remedy, authority, discretion and power;
- (c) the singular includes the plural and vice versa;
- (d) headings shall not affect the construction;
- (e) if the day on which:

- (1) anything, other than a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day; and
- (2) a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it shall be made on the preceding Business Day;
- (f) if an act is required to be done on a particular day and the act is done after 5.00pm on that day, it will be deemed to have been done on the following day;
- (g) where two or more persons are defined as a party to this agreement that term means each of the persons jointly, each of them severally and any two or more of them jointly;
- (h) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation,

representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

## **2 . Amendments to terms and conditions**

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We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon the placement of a notification of such amendment on this web site. Your continued use of the web site following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

## **3 . Submissions**

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- 3.1 Submissions will not be confidential and will become our property upon submission to us. By providing any Submissions, you assign to us, at no charge, all Intellectual Property Rights in the Submissions.
- 3.2 You warrant to us that any Submissions by you will not infringe the Intellectual Property Rights of any other person.

## **4 . Disclaimer in relation to web site**

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- 4.1 You acknowledge and agree that, despite all reasonable precautions on our part, this web site cannot be guaranteed to be error free, uninterrupted, timely or secure and acknowledge that the existence of any such errors, interruptions, delays or security limitations will not be a breach of this Agreement.
- 4.2 To the full extent permitted by law, we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this web site or any linked web site, including (without limitation) any such loss arising out of your use of or reliance on information contained on, or accessed through, this web site.

## **5 . Intellectual property rights**

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- 5.1 All Intellectual Property Rights in this web site (including text, graphics, logos, icons, sound recordings and software) are owned by (or licensed to) us.
- 5.2 You must not in any form or by any means (except as expressly authorised by the Copyright Act 1968 (Cth) or these terms and conditions):
- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any works or other subject matter or any part of this web site generally; or
  - (b) commercialise any works or other subject matter, information, products or services obtained from any part of this web site;
- without our written permission.
- 5.3 All brand, product and service names used in this website are the trademarks of us or third parties who have permitted us to use their trade marks. You are not allowed to use or reproduce any such trademarks in the course of trade, and you may only use such trade marks for accessing, viewing and/or interacting with this website for your own personal and non-commercial use.
- 5.4 Unless we agree otherwise in writing, you are provided with access to this web site only for your personal use. You are authorised to print a copy of any information contained on this web site for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this web site.

## **6 . General warnings**

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- 6.1 We may from time to time offer discounts and promotions in respect of our

services. The specific terms and conditions of those discounts and promotions will be located on a specific location on our web site, however, these terms and conditions apply to those discounts and promotions in addition to any specific terms and conditions. The provision of any such offers may be removed at any time in our complete discretion.

- 6.2 You must ensure that your access to this web site is not illegal or prohibited by laws which apply to you.
- 6.3 You must take your own precautions to ensure that the process which you employ for accessing this web site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system or data.
- 6.4 Whilst we have no reason to believe that any information contained on this web site is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this web site updated.
- 6.5 Responsibility for the content of advertisements appearing on this web site (including hyperlinks to advertisers' own web sites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

## **7 . Linked web sites**

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- 7.1 This web site may contain links to other web sites ("linked web sites"). Those links are provided for convenience only and may not remain current or be maintained.
- 7.2 We are not responsible for the content or privacy practices associated with linked web sites.
- 7.3 Our links with linked web sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.

## **8 . Privacy policy**

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We will comply with the terms of our privacy policy which appears on our web site at <https://ucomms.com.au/d8e8aa4f98a212df97ae6614bb967930.pdf>, and you consent to the terms of that privacy policy.

## **9**      **How we handle e-mails**

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We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so. Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

## **10**     **. Security of information**

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Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## **11**     **. Termination of access**

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Access to this web site may be terminated at any time by us without notice. Our disclaimers will nevertheless survive any such termination.

## **12**     **. Governing law**

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To the extent permitted in your local jurisdiction, these terms and conditions are governed by the laws in force in Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

## **13 . General**

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- 13.1 We are not liable for any failure by us to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.
- 13.2 If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 13.3 If any of these terms and conditions, or any part of a particular term or condition, is or are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions, or the remaining part of a particular term or condition as the case may be, shall nevertheless continue in full force.

## **14 . Acceptance of these terms and conditions**

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By using this website, you are agreeing to these terms and conditions.