



## PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING XYZ

Welcome to xyzinnovation.com. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy, govern XYZ Innovation's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to XYZ Innovation and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

## AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and XYZ Innovation's rights and obligations to each other.

## LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that XYZ Innovation is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents, information, website, personal information you provide, server any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

## COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), XYZ Innovation's liability for any

breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

## DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment.

Delivery may take between 2 and 14 days, depending on the delivery option.

Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of XYZ Innovation.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

XYZ Innovation Pty Ltd currently does not deliver any goods or make any goods available for download. However, if this changes, the above mentioned conditions will apply.

## LINKS TO OTHER WEBSITES

XYZ Innovation may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between XYZ Innovation and the owners of those websites. XYZ Innovation takes no responsibility for any of the content found on the linked websites.

XYZ Innovation's website may contain information or advertisements provided by third parties for which XYZ Innovation accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

## DISCLAIMER

To the fullest extent permitted by law, XYZ Innovation absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. XYZ Innovation gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

In addition, XYZ Innovation cannot be claimed against by you or a third party in the event that your lost property was not returned to you. Whether it be stolen, incorrectly stored or disposed of or incorrectly collected by the wrong person. I agree that XYZ Innovation is not liable should this occur.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of XYZ Innovation to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

## YOUR PRIVACY

At XYZ Innovation, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. XYZ Innovation respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please also read our separate Privacy Policy carefully.

By registering your personal information on our website you are actively agreeing that we can forward your personal details on to any third party that can assist with returning the lost or found item you are informing us about. By registering your information you are agreeing that you permit us to pass on this information should we deem it necessary to do so.

You agree that we reserve the right to use your organisation's logo on our website for the purposes of promoting organisations who have used our program. You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. XYZ Innovation's secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data XYZ Innovation collects is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

## THIRD PARTIES

XYZ Innovation does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

## DISCLOSE YOUR INFORMATION

XYZ Innovation may be required, in certain circumstances, to disclose information in good faith and where XYZ Innovation is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

## EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of XYZ Innovation. XYZ Innovation expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then XYZ Innovation will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. XYZ Innovation reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

## COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and XYZ Innovation concerning your use and access to XYZ Innovation's website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

## EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this

agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

#### LIMITATION OF LIABILITY

While we aim to maintain a safe trading environment you accept that there are sometimes risks when trading online and using our auction, including dealing with underage or fraudulent persons. You will not hold XYZ Innovation responsible for other users' content, actions or inactions, items they list or their destruction of allegedly fake items. You acknowledge that we are not an auctioneer. Instead, our site is a venues to allow anyone (individual or organisation) to offer, sell, and buy just about anything, at any time, from anywhere in Australia, in a variety of pricing formats and locations, such as fixed price formats (should these become available on XYZ Innovation) and auction-style formats. We are not involved in the actual transaction between buyers and sellers. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items or that a buyer or seller will actually complete a transaction or return an item. You should consider and use all safe trading guidelines when trading online.

When you enter into a transaction you create a legally binding contract with another user. You must ensure that you comply with your obligations to that other member and are aware of any laws relevant to you as a buyer or seller. If another member breaches any obligation to you, you – not XYZ Innovation – are responsible for enforcing any rights that you may have. You alone, and not XYZ Innovation, are responsible for ensuring that your listing, bidding and selling and any other activities conducted on our site are lawful. You must ensure that you comply with all applicable laws in Australia and other countries. You must also ensure that you strictly comply with this Agreement and the policies which form part of the Agreement. We do not take ownership of the items at any time and do not transfer legal ownership of items from the seller to the buyer. Further, we cannot guarantee continuous or secure access to the XYZ Innovation services, and their operation may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use the XYZ Innovation auction. To the extent that XYZ Innovation is able to limit the remedies available under this Agreement, XYZ Innovation expressly limits its liability for breach of a non-excludable statutory guarantee to the following remedies:

- the supply of the services again; or the payment of the cost of having the services supplied again.

#### XYZ Innovation RELEASE

If you have a dispute with one or more users, you release XYZ Innovation (and our officers, directors, agents, subsidiaries, joint venturers and employees) from claims, demands and damages (actual and consequential) of every kind and

nature, known and unknown, arising out of or in any way connected with such disputes.

#### JURISDICTION

This agreement and this website are subject to the laws of NSW and Australia. If there is a dispute between you and XYZ Innovation that results in litigation then you must submit to the jurisdiction of the courts of NSW.

XYZ Innovation Pty Ltd (ABN 615 059 982, ACN 615 059 982)