

# Online Subscription Agreement

## 1. Introduction

Welcome to ShearPower Pty Ltd, lojik.com.au! We start every new subscriber relationship with a contract. The following contract spells out what you can expect from us, and what we expect from you. If you agree to what you read below, you should click "Yes" at the end of the contract to acknowledge that you have agreed. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on this Website.

## 2. Access and Services

Your access to the various services available on this system depends on the level of access you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system.

## 3. Fees and Payment

We will charge you a standard monthly fee for using our system as well as additional fees depending on the type of service you have selected. You should review the complete and current price list before signing up for any services. [Insert price list]. You will be given the opportunity to pay by credit card or by check when you sign up. You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month for which you discontinued service. We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

## 4. System Rules

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of one of our operators. Third, while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

## 5. Privacy Considerations

Your communications on this system are, in most cases, viewed only by you and anyone to whom you address your message. However, as system operators, we may need to review or monitor your electronic mail and other communications from time to time. In addition, we reserve the right to copy and distribute

to third parties any information associated with your activities on the system. Therefore, you should not expect to have a right to privacy in any of your communications.

## **6. Proprietary Rights**

By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, you are hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights. All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership.

Your use of our system affords you access to many of the features of our system, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system that we or our suppliers own.

## **7. Limitation of Liability**

You must bear the risk of any liability relating to your use of our system. We would not be able to afford to operate this system if we were held accountable for every wrongful action by every online subscriber. Accordingly, your use of the online system is entirely at your sole risk. We will not be responsible to you or any third parties for any direct or indirect, consequential, special or punitive damages or losses you may incur in connection with our system, your use thereof or any of the data or other materials transmitted through or residing on our system, regardless of the type of claim or the nature of the cause of action, even if we have advised of the possibility of such damage or loss.

## **8. Indemnity**

You shall defend and indemnify us and hold us harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by you or materials or information transmitted by you in connection with our system, leading wholly or partially to claims against us or our system by other subscribers or third parties, regardless of the type of claim or the nature of the cause of action.

## **9. Disclaimers of Warranty**

The system is provided "as is" and we make no warranties, express or implied, as to the merchantability, fitness for a particular use or purpose, title, non- infringement or any other warranty, condition, guaranty, or representation,

Whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the service.

#### **10. Choice of Law**

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of the Australia and that any action arising out of this Agreement shall be litigated and enforced under the laws of the Australia. In addition, you agree to submit to the jurisdiction of the courts of the Australia, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of the Australia.

#### **11. Acknowledgment**

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations. Agreeing to this means you are bound by the terms of this online subscription agreement.

# lojik.com.au Online Contract

The following is the terms of the agreement between ShearPower Pty Ltd, logic.com.au and you as the buyer of goods or services through the Company's Website lojik.com.au. If you do not agree to these terms, you will not be able to purchase anything, so please review these terms carefully:

## Introduction

Buyer agrees to the terms and conditions outlined in this Online Contract with respect to the goods, services and information provided by or through the Site. This Contract constitutes the entire and only agreement between the Company and Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through the Site, and the subject matter of this Contract. Buyer agrees to review this Contract prior to purchasing anything and purchase of a good or service shall be deemed acceptance of this Contract.

## Setup and Payment

Buyer represents and warrants that (i) the credit card information supplied is true, correct and complete and (ii) charges incurred by the Buyer will be honoured by the Buyer's credit card company and (iii) Buyer shall pay charges incurred by Buyer at the amounts in effect at the time incurred, including all applicable taxes. Buyer shall be responsible for all charges incurred through use of Buyer's password. Buyer agrees to keep his or her password confidential and to notify Company within 24 hours of any breach of this Contract or unauthorised use of the password. Company does not protect Buyer from unauthorised use of Buyer's password.

## Copyright

The content, organisation, gathering, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Buyer of any such content or any part of the Site is prohibited.

## Editing, Deleting, and Modification

Company reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for sale. Upon notice published over the Service, Company may modify this Contract, or prices, and may discontinue or revise any or all aspects of the Site in its sole discretion and without prior notice. Modification of this Contract will be deemed effective upon publication on the Site with respect to transactions occurring after said date.

## **Right to Refuse**

Company reserves the right in its sole discretion to refuse service at any time. Sale of any goods or services is subject to availability.

## **Indemnification**

Buyer agrees to indemnify, defend and hold Company and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to a Buyer's violation of this Contract or use of the Site.

## **Non-Transferable**

Buyer's right to use the Service is not transferable and is subject to any limits established by Company or by Buyer's credit card company.

## **Disclaimer**

The service, content, goods and services from or through the service are provided "as-is," "as available," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The sole and entire maximum liability of company, for any reason, and buyer's sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by the customer for the particular items purchased. Company and any of its affiliates, dealers or suppliers are not liable for any indirect, special, incidental, or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The limitations of damages set forth above are fundamental elements of the basis of the bargain between company and buyer. This site and goods and services would not be provided without such limitations. Some state statutes may apply regarding limitation of liability.

## **Refund Policy**

If a product purchased is defective or not to Buyer's satisfaction, Buyer can return the product in its original condition within [NUMBER] days of receipt, to the following address: [full address]. In such event, Company shall provide Buyer a credit for other purchases from the Site (less shipping and handling charges incurred). This Section 9 sets forth Buyer's sole and exclusive right to refund.

## **Use of Information**

Company reserves the right, and Buyer authorizes Company, to the use and assignment of all information regarding Buyer's use of the Site and all information provided by Buyer, subject to applicable law.

## **Governing Law**

This Contract shall be treated as though it were executed and performed in [state/province, country] and shall be governed by and construed in accordance with the laws of [state/province, country] (without regard to conflict of law principles). Any cause of action of Buyer with respect to the Site must be instituted within [number] months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

## **Litigation**

All legal proceedings arising out of or in connection with this Contract shall be brought solely in [state/province, country] and Buyer expressly submits to the jurisdiction of said courts and Buyer consents to extra-territorial service of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site or the Company is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of Company to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

## **Acknowledgment**

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations. Agreeing to this means you are bound by the terms of this online sales disclaimer agreement.

## Release Form

By purchasing a subscription , I authorize ShearPower Pty Ltd , lojik.com.au & shearingapp.com to use the following personal information:

- (1) My picture – including photographic, motion picture, and electronic (video) images.
- (2) My voice – including sound and video recordings.

I hereby grant to ShearPower Pty Ltd, its subsidiaries, licensees, successors and assigns, the right to use, publish, and reproduce, for all purposes, my name, pictures of me in film or electronic (video) form, sound and video recordings of my voice, and printed and electronic copy of the information described in sections (1) and (2) above in any and all media including, without limitation, cable and broadcast television and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing.

I further grant ShearPower Pty Ltd all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant ShearPower Pty Ltd the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit.

I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for ShearPower Pty Ltd use of any of the material described above for any of the purposes authorized by this release. I also waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer-generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

I acknowledge that I have read the foregoing and I fully understand the contents.

# Website Privacy Policy for lojik.com.au, shearingapp.com.

The Internet is an amazing tool. It has the power to change the way we live, and we're starting to see that potential today. With only a few mouse-clicks, you can follow the news, look up facts, buy goods and services, and communicate with others from around the world. It's important to ShearPower Pty Ltd to help our customers retain their privacy when they take advantage of all the Internet has to offer.

We believe your business is no one else's. Your privacy is important to you and to us. So we'll protect the information you share with us. To protect your privacy, ShearPower Pty Ltd follows different principles in with accordance with worldwide practices for customer privacy and data protection.

- We won't sell or give away your name, mail address, phone number, email address or any other information to anyone.
- We'll use state-of-the-art security measures to protect your information from unauthorised users.

## Notice

We will ask you when we need information that personally identifies you (personal information) or allows us to contact you. Generally, this information is requested when you create a Registration ID on the site or when you download free software, enter a contest, order email newsletters or join a limited-access premium site. We use your Personal Information for four primary purposes:

- To make the site easier for you to use by not having to enter information more than once.
- To help you quickly find software, services or information.
- To help us create content most relevant to you.
- To alert you to product upgrades, special offers, updated information and other new services from ShearPower Pty Ltd, lojik.com.au & shearingapp.com.

## Consent

If you choose not to register or provide personal information, you can still visit the home page of lojik.com.au, shearingapp.com. But you will not be able to access areas that require registration. If you decide to register, you will be able to select the kinds of information you want to receive from us by subscribing to various services, like our electronic newsletters. If you do not want us to communicate with you about other offers regarding ShearPower Pty Ltd, lojik.com.au, shearingapp.com products, programs, events, or services by email, postal mail, or telephone, you may communicate the option stating that you do not wish to receive marketing messages from ShearPower Pty Ltd.

ShearPower Pty Ltd occasionally allows other companies to offer our registered customers information about their products and services. If you do not want to receive these offers, you may communicate the option stating that you do not wish to receive marketing materials from third parties.

## **Access**

We will provide you with the means to ensure that your personal information is correct and current. You may review and update this information at any time at the Visitor Centre. There, you can:

- View and edit personal information you have already given us.
- Tell us whether you want us to send you marketing information, or whether you want third parties to send you their offers by postal mail.
- Sign up for electronic newsletters about our services and products.
- Once you Register, you won't need to do it again.
- Wherever you go on [lojik.com.au](http://lojik.com.au), [shearingapp.com](http://shearingapp.com) your information stays with you.

## **Security**

ShearPower Pty Ltd has taken strong measures to protect the security of your personal information and to ensure that your choices for its intended use are honoured. We take strong precautions to protect your data from loss, misuse, unauthorised access or disclosure, alteration, or destruction.

We guarantee your e-commerce transactions to be 100% safe and secure. When you place orders or access your personal account information, you're utilising secure server software SSL, which encrypts your personal information before it's sent over the Internet. SSL is one of the safest encryption technologies available.

In addition, your transactions are guaranteed under the Fair Credit Billing Act. This Act states that your bank cannot hold you liable for more than \$50.00 in fraudulent credit card charges. If your bank does hold you liable for \$50.00 or less, we'll cover your liability provided the unauthorised, fraudulent use of your credit card resulted through no fault of your own and from purchases made from us over our secure server. In the event of unauthorised use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

ShearPower Pty Ltd strictly protects the security of your personal information and honours your choices for its intended use. We carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration, or destruction.

Your personal information is never shared outside the company without your permission, except under conditions explained above. Inside the company, data is stored in password-controlled servers with limited access. Your information may be stored and processed in Australia or any other country where ShearPower Pty Ltd, its subsidiaries, affiliates or agents are located.

You also have a significant role in protecting your information. No one can see or edit your personal information without knowing your user name and password, so do not share these with others.

## **Notice to Parents**

Parents or guardians: we want to help you guard your children's privacy. We encourage you to talk to your children about safe and responsible use of their Personal Information while using the Internet.

The ShearPower Pty Ltd. [lojik.com.au](http://lojik.com.au) site does not publish content that is targeted to children. However, if you are concerned about your children providing ShearPower Pty Ltd any personal information without your consent, ShearPower Pty Ltd can allow parents to give parental consent for the collection, use and sharing of children's (ages 12 and under) personal information online.

## **Enforcement**

If for some reason you believe ShearPower Pty Ltd has not adhered to these principles, please notify us by email at [privacy@email.com](mailto:privacy@email.com), and we will do our best to determine and correct the problem promptly. Be certain the words Privacy Policy are in the Subject line.

## **Electronic Product Registration**

When you buy and install a new product, we may ask you to register your purchase electronically. When you do, we merge your registration information with any information you've already left with us (we call that information your personal profile). If you haven't previously registered with us, we create a personal profile for you from your product registration information. If you ever want to review or update that information, you can visit the Profile Centre, click on Update Profile, and edit any of the Personal Information in your profile. If you haven't already created a Registration ID, we will ask you to do so. This ensures that only you can access your information.

## **Customer Profiles**

As mentioned above, every registered customer has a unique personal profile. Each profile is assigned a unique personal identification number, which helps us ensure that only you can access your profile.

When you register, we create your profile, assign a personal identification number, then send this personal identification number back to your hard drive in the form of a cookie, which is a very small bit of code. This code is uniquely yours. It is your passport to seamless travel across [lojik.com.au](http://lojik.com.au), allowing you to download free software, order free newsletters, and visit premium sites without having to fill out registration forms with information you've already provided. Even if you switch computers, you won't have to re-register – just use your Registration ID to identify yourself.

## **What we do with the information you share**

When you join us, you provide us with your contact information, including your name and email address. We use this information to send you updates about your order, questionnaires to measure your satisfaction with our service and announcements about new and exciting services that we offer. When you order from us, you will be asked for your details through our payment system. This information is used only to bill you for the product(s) you order at that time. For your convenience, we do save billing information in case you want to order from us again, but we don't use this information again without your permission.

We occasionally hire other companies to provide limited services on our behalf, including packaging, mailing and delivering purchases, answering customer questions about products or services, sending postal mail and processing event registration. We will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose.

ShearPower Pty Ltd will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on ShearPower Pty Ltd or the site; (b) protect and defend the rights or property of ShearPower Pty Ltd and its family of Websites, and, (c) act in urgent circumstances to protect the personal safety of users of ShearPower Pty Ltd, its Websites, or the public.

# Website Service Agreement/terms of use for lojik.com.au, shearingapp.com

## 1. Acceptance of Terms

The services that ShearPower Pty Ltd, (lojik.com.au & shearingapp.com) provides to User is subject to the following Terms of Use ("TOU"). ShearPower Pty Ltd reserves the right to update the TOU at any time without notice to User. 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 pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of lojik.com.au, shearingapp.com including, but not limited to, supplemental terms and conditions set forth governing the use of certain specific material contained in lojik.com.au, shearingapp.com sets forth the terms and conditions that apply to use lojik.com.au & shearingapp.com by User. By using ShearPower Pty Ltd (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use lojik.com.au & shearingapp.com is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. ShearPower Pty Ltd shall have the right at any time to change or discontinue any aspect or feature of lojik.com.au & shearingapp.com including, but not limited to, content, hours of availability, and equipment needed for access or use.

## 2. Changed Terms

ShearPower Pty Ltd shall have the right at any time to change or modify the terms and conditions applicable to User's use of lojik.com.au & shearingapp.com or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on lojik.com.au, shearingapp.com or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of lojik.com.au, shearingapp.com by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

## 3. Description of Services

Through its Web property, ShearPower Pty Ltd provides the User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

## 4. Equipment

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of lojik.com.au, shearingapp.com and all charges related thereto.

## 5. User Conduct

- A. User shall use lojik.com.au, shearingapp.com for lawful purposes only. User shall not post or transmit on or via lojik.com.au any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which, without ShearPower Pty Ltd's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in ShearPower Pty Ltd's discretion restricts or inhibits any other User from using or enjoying lojik.com.au, shearingapp.com will not be permitted. User shall not use lojik.com.au, shearingapp.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with ShearPower Pty Ltd .
- B. lojik.com.au, shearingapp.com contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of lojik.com.au, shearingapp.com are copyrighted as a collective work under the Australian copyright laws. ShearPower Pty Ltd owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of ShearPower Pty Ltd and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.
- C. User shall not upload, post or otherwise make available on lojik.com.au, shearingapp.com any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of lojik.com.au, shearingapp.com User automatically grants, or warrants that the owner of such material has expressly granted ShearPower Pty Ltd the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants ShearPower Pty Ltd the right to edit, copy, publish and distribute any material made available on lojik.com.au & shearingapp.com by User.
- D. The foregoing provisions of Section 5 are for the benefit of ShearPower Pty Ltd, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## 6. Use of Services

The Services may contain email 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 User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees 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, User agrees that when using the Communication Services, User 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 User 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 allows such messages.
- Download any file posted by another user of a Communication Service that User 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 email 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.

ShearPower Pty Ltd has no obligation to monitor the Communication Services. However, ShearPower Pty Ltd reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. ShearPower Pty Ltd reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. ShearPower Pty Ltd reserves the right at all times to disclose any information as it 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 ShearPower Pty Ltd 's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. ShearPower Pty Ltd does not control or endorse the content, messages or information found in any Communication Services and, therefore, ShearPower Pty Ltd specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorised ShearPower Pty Ltd spokespersons, and their views do not necessarily reflect those of ShearPower Pty Ltd.

## **7. Member Account, Password, and Security**

If any of the Services requires User to open an account, User must complete the registration process by providing ShearPower Pty Ltd with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify ShearPower Pty Ltd immediately of any unauthorised use of User's account or any other breach of security. ShearPower Pty Ltd will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by ShearPower Pty Ltd or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

## **8. Notice Specific to Software Available on this Website**

Any software that is made available to download from the Services ("Software") is the copyrighted work of ShearPower Pty Ltd and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

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