

Lachlanplease

General Website Terms

1. Acceptance of Terms

This site is owned and operated by lachlanplease ABN 49 580 928 012 (“**we**”, “**us**”).

By using the Site, or by signing up to our mailing list, you (“**you**”) agree to be bound by the following agreement (“**General Website Terms**”) between you and us. These General Website Terms incorporate our privacy policy, and govern your access to and use of this Site.

If you do not agree to these General Website Terms, please exit this Site immediately.

We may update these General Website Terms by posting the new version on the Site at any time and without separate notice to you. Subject to any notice provisions in Subscriber Terms of Use (if you are a Subscriber), your continued use of this Site after we post any changes to these General Website Terms constitutes your agreement to those changes effective from that date.

2. Becoming a Subscriber

You will need to become a Subscriber to view subscriber-only content on the Site. You can subscribe <https://lachlanplease.com/subscribe>.

3. Your Warranties and Obligations

(a) You agree to:

- (i) comply with these General Website Terms and all applicable laws and regulations; and
- (ii) use the Site in good faith and for personal use only.

(b) You must not:

- (i) post or send any material to the Site, or do anything which is unlawful, offensive, abusive, indecent, defamatory or menacing, or in breach of any rights of others;
- (ii) cause annoyance, inconvenience or needless anxiety to others;
- (iii) attempt to circumvent the access controls on this Site;
- (iv) do anything that adversely affects the security, integrity or operation of the Site; or
- (v) collect information (including information about other users) for purposes outside these General Website Terms. In particular, you must not harvest information from the website for commercial purposes without our prior consent.

4. Uploading or submitting your own User Content to us

- (a) We invite User Content submissions from users of the Site. By uploading or posting User Content to the Site, or otherwise submitting User Content to us, you grant us a perpetual, non-exclusive, royalty-free, world-wide licence to all Intellectual Property in that User Content, including the rights to sub-license, adapt, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, or edit such User Content in our ordinary course of business at our sole discretion.
- (b) You warrant and represent that:
 - (i) you own, or otherwise have full legal right to provide the User Content and Intellectual Property licence above; and
 - (ii) the User Content is not defamatory, unlawful or confidential, and does not infringe any third party rights; and
 - (iii) all individuals visible in the User Content:
 - (A) were aged 18 years or over at the time the image was created; and
 - (B) have given their written consent to the User Content being submitted to us for the purposes set out in these Terms. You must provide us with a copy of such consent upon request.
- (c) We assess and moderate User Content, and have absolute discretion as to whether we will use the User Content on the Site, and how it will appear, if applicable. We reserve the right to delete your User Content from the Site at any time, for any reason.
- (d) If we receive a submission of User Content which we reasonably suspect may be child porn, revenge porn or otherwise illegal, we will report it and the submitter to the relevant police authorities.
- (e) Subject to any separate agreement we have we will remove your User Content from the Site at your written request, within a reasonable timeframe. However, your User Content may continue to appear in cached versions of the Site for some time after its removal.

5. Intellectual Property Rights

- (a) The material on the Site is protected under Australian and international copyright and other laws governing protection of Intellectual Property rights. Intellectual Property rights in images, trade marks and other content on the Site are owned by their respective owners.
- (b) You must not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, create derivative works from, adapt, or edit any part of such materials without our written permission.

6. Violations

- (a) We take reports of abusive content and copyright infringement seriously. If you find any content on the Site that is incorrect, offensive, or suspect that the content infringes your intellectual property or personal rights, please notify us by email at support@lachlanplease.com.
- (b) Please support the Site and report any violations of these Subscriber Terms of Use by contacting us by email at: support@lachlanplease.com.

7. Disclaimers and Limitation of Liability

7.1 Indemnity

- (a) You agree to release and hold harmless, indemnify and defend us and our Indemnified Officers against any Claim or Liability from or in relation to:
- (i) Your own negligence, or reckless or intentional misconduct, or your breach of these Subscriber Terms of Use; and
 - (ii) any acts or omissions of anyone whom you allowed to access the Site using your login and id, whether deliberately or otherwise;
 - (iii) your breach of any law, or your infringement of our or any third party rights including without limitation Intellectual Property rights or privacy rights;
 - (iv) if your instructions to us or your User Content causes us to be in breach of any law or in infringement of any third party rights including Intellectual Property rights;
 - (v) any dealings you have with other users of the Site, or any third party you contact via the Site;
 - (vi) your action, inaction, delay or breach of your obligations under this agreement or your breach of any warranties under this agreement.
- (b) You agree to release and hold harmless us and our Indemnified Officers against any Claim or Liability arising from or in relation to:
- (i) any agreement between yourself and any other user of the Site;
 - (ii) third parties you contacted via the Site;
 - (iii) our reasonable actions in denying anyone access to the Site for security reasons or non-payment;
 - (iv) actions taken in relation to these Subscriber Terms of Use in accordance with our obligations at law or any order issued by a court of law or relevant government authority,
- whether directly or indirectly arising in connection with the Site or Content, even if we knew or should have known about the possibility of such loss or damage.
- (c) You indemnify us for any reasonable legal expenses we incur as a result of your breach of these Gen, including expenses for enforcing payment, on a solicitor and own client basis.

7.2 Defence

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

7.3 Limitation of Liability

To the fullest extent allowable at law:

- (a) we only accept liability to you as set out in this clause 7, or as required by consumer or other laws which cannot be excluded by contract;
- (b) indirect, special, pure economic or Consequential Loss (whether arising under contract or tort) are expressly excluded under this agreement;

- (c) the information, services and material contained on this Site are provided on an "as is" basis. We disclaim all representations and warranties, express or implied (other than those set out in these General Website Terms or Subscriber Terms of Use, where applicable), with respect to such information, services and materials, whether provided by us, third party contractors or other users.
- (d) our liability, and liability of our Indemnified Officers under this agreement is limited to (at our election):
 - (i) supplying the services again; or
 - (ii) payment of the cost of having the services supplied again; or
 - (iii) a refund of the amount you paid us for those services, and
- (e) despite any other provision to the contrary, you agree that our total liability and the total liability of our Indemnified Officers in connection with this agreement whether under contract or tort, will not exceed \$100 in any circumstances.

8. Third Parties

- (a) This Site may provide links or references to other websites for your convenience. We do not control or endorse these websites, and are not responsible or liable for the accuracy, legality, or any other aspect of the content of such websites or for any damage or injury arising in connection with your access to such websites.
- (b) If you choose to make contact with any such third party, or purchase goods or services from a third party, including any whose details you accessed via the Site, you are independently interacting with or entering a separate agreement with that third party, and expressly agree that we are not a party to any such interaction or transaction.

9. Termination of Access

If we in our absolute discretion determine that you have committed a breach of these General Website Terms, in particular the user warranties and obligations, we may immediately and without further notice to you, block your access to the Site by technical or other means.

10. General

10.1 Jurisdiction

The laws of Queensland, Australia apply to these General Website Terms and the parties submit exclusively to the courts of that jurisdiction.

10.2 Severability

If any provision of this agreement is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of this agreement.

10.3 Waiver

Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights.

11. Definitions and Interpretation

11.1 Definitions

In these General Website Terms:

- (a) **Claim** means any claim notice, demand, investigation, action, proceeding, litigation, or judgment however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence) or statute and whether involving a party to these General Website Terms or third party.
- (b) **Consequential Loss** includes, without limitation:
 - (i) loss of data or unauthorised disclosure of data; and
 - (ii) loss of opportunity, loss of revenue, loss of anticipated profits or savings, expenses incurred through default or breach, wasted overheads, loss of contract, loss of bargain, loss of business, loss of production, loss of use, loss of goodwill, and all other pure economic loss; and
 - (iii) disappointment, distress, stress, and inconvenience.
- (c) **Content** means content accessible only by Subscribers of the Site.
- (d) **General Website Terms** means these terms, including the Privacy Policy.
- (e) **Indemnified Officers** means, in relation to a party, its directors, employees, contractors, agents and representatives.
- (f) **Intellectual Property** means all intellectual property rights, including copyright, inventions, patents (including patent applications), trade marks (whether registered or not), designs (whether registrable or not), eligible circuit layout rights, domain name licences, know-how, trade secrets, and includes the right to register any intellectual property rights.
- (g) **Liability** means any liability (whether actual or prospective), loss, damage, cost or expense of any description, including legal fees on a solicitor and own client basis.
- (h) **Site** means the website which may be accessed at <https://lachlanplease.com/>.
- (i) **Subscriber** means a user of the Site who has registered and paid for a subscription to the Site.
- (j) **Subscriber Terms of Use** means the agreement between us and Subscribers.
- (k) **User Content** means any material submitted or provided to us by any third party for inclusion on the Site.

11.2 Interpretation

Nothing in this agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the *Competition and Consumer Act 2010* (Cth)) and which by law cannot be excluded, restricted or modified.