



WEBSITE TERMS & CONDITIONS OF USE

1. About the Website

- 1.1. Welcome to www.lostdigits.com.au (**Website**). The Website provides you with an opportunity to browse the site and Lost Digits' services (**Services**).
- 1.2. The Website is operated by Lost Digits Pty Ltd t/a Lost Digits (abn: 73673067617). Access to and use of the Website, or any of its associated Services, is provided by Lost Digits. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website immediately.
- 1.3. Lost Digits reserves the right to review and change any of the Terms by updating this page at its sole discretion. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website.

3. Information Disclaimer

- 3.1. Any information, advice, content or documentation provided on the Website, through the Services, Eproducts, blog/s or podcast/s, social media accounts, or on any other related platform do not constitute professional, financial, business or other advice, and are provided for general information and guidance purposes only.
- 3.2. All care is taken in the preparation of the information and published materials on the Website, through the Services, Eproducts, blog/s or podcast's, social media accounts, podcast, or on any other related platform. Lost Digits does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 3.3. To the extent permissible by law, Lost Digits will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs that might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website, through the Services, Eproducts, blog's or podcast/s, social media accounts or on any other related platform.

4. Copyright and Intellectual Property

- 4.1. The Website, the Services and all of the related products of Lost Digits are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Lost Digits or its contributors.
- 4.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Lost Digits, which grants to you a worldwide, non-exclusive, royalty-free, revocable license to:
- (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 4.3. Lost Digits does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Lost Digits.
- 4.4. Lost Digits retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 4.5. You may not, without the prior written permission of Lost Digits and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.



5. Privacy

Lost Digits takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Lost Digits' Privacy Policy, which is available on the Website.

6. General Disclaimer

- 6.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 6.2. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Lost Digits will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 6.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Lost Digits make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Lost Digits) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of Lost Digits; and



(d) the Services or operation in respect to links which are provided for your convenience.

7. Third Party Services

The Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials (**Third-Party Services**). Lost Digits does not control any Third-Party Services. Lost Digits additionally makes no claim or representation regarding the Third-Party Services and accepts no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from the Website, applications, software or any other element of the Services. There is no implied affiliation, endorsement, or adoption by you of these Third-Party Services and Lost Digits will not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal Agreements that apply to these Third-Party Services.

8. Limitation of liability

- 8.1. Lost Digits's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you
- 8.2. You expressly understand and agree that Lost Digits, its affiliates, employees, agents, contributors and licensors will not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This will include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

9. User Generated Content

- 9.1. If you choose to contribute any content to the Website or any other platform operated by Lost Digits, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- 9.2. By contributing content to the Website, you grant Lost Digits a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Lost Digits.
- 9.3. Additionally, if you post your Content with any personal information including identifying information such as location or name, you agree Lost Digits can use that information with your Your Content for advertising and promotional purposes, or any other business purpose.



- 9.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to Lost Digits social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to Lost Digits. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.
- 9.5. Please ensure you keep your own copies of Your Content as Lost Digits may not archive, store or back-up Your Content nor continue to make Your Content accessible online.
- 9.6. Lost Digits will endeavour to provide you with an appropriate credit when using Your Content on Lost Digits platforms, though you understand and agree this may not always be possible.
- 9.7. Lost Digits reserves the right to remove Your Content at any time. Your Content must not be malicious, libelous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

10. Mailing List Registration

- 10.1. You may be given the option to register for the Lost Digits Mailing List (**Mailing List**).
- 10.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Email address
 - (b) Name
- 10.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Lost Digits.

11. Indemnity

- 11.1. You agree to indemnify Lost Digits, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.



12. Venue and Jurisdiction

The Services offered by Lost Digits are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales, Australia.

13. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of New South Wales, Australia.

14. Independent Legal Advice

Both parties acknowledge and agree that the provisions of the Terms are fair and reasonable and both parties have had the opportunity to obtain independent legal advice.

15. Severance

If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part will be severed and the rest of the Terms will remain in force.

