



## PINIONZ TERMS OF USE

PUBLISHED 31/09/2023

### INTRODUCTION

This website is owned and operated by Pinionz Pty Ltd ACN: 671 607 908 | ABN: 52 671 607 908 ("Pinionz Pty Ltd ") under the domain name "pinionz.com.au" and resides on servers of Queensland Australia and in some instances overseas ("Website").

The Website is offered to you conditional upon your acceptance of these Terms of Use and the associated Privacy Policy (link below). By visiting or using this Website or any information, content, products, data feeds or services provided to you on, from, or through this Website you signify your agreement to:

- A. these terms and conditions ("Terms of Use"); and
- B. Pinionz Pty Ltd ' Privacy Policy and incorporated herein by reference. We may change the Terms of Use at our discretion and without notice.

As soon as the Terms of Use are modified, a new version will be posted on the website. You agree to be bound by the Terms of Use as they are currently in effect by continuing to use our website. The State of Queensland in Australia's legislation governs the use of the website and any legal challenges related to it. If you use the Website from a country other than Australia, you are also in charge of making sure that any local laws are followed.

### Content

You are given the website's content "as is." The content, which is sometimes updated and may contain technical or typographical mistakes, is not intended to be advise. The website's material is not guaranteed by Pinionz Pty Ltd to be accurate, comprehensive, or adequate.

Before engaging in any transaction based on website material, you should conduct your own research. Through the features of the Website and as allowed by these Terms of Use, you may access Content for your information and personal use only as intended. Without Pinionz Pty Ltd's prior written approval, you are not permitted to duplicate, reproduce, make accessible online or electronically transmit, publish, modify, distribute, transmit, broadcast, display, sell, licence, or otherwise exploit any Content for any other purposes. All rights in and to the Website and the Content that are not expressly granted are reserved by Pinionz Pty Ltd.

You hereby undertake not to deactivate, bypass, or otherwise tamper with Website security-related measures, those that prohibit or restrict use or copying of any Content, or features that impose use restrictions on the Website or the Content.

"Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service.

### links and advertisements



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The Website contains links to other organisations' websites that Pinionz Pty Ltd has no control over and that are managed by other parties. Any content or advertising on external websites, as well as the functioning of these websites, are not necessarily sponsored, endorsed, or approved by Pinionz Pty Ltd. You use the information, goods, and services on those external websites at your own risk alone.

The quality, accuracy, merchantability, or fitness for a particular purpose of any Content or advertising on external websites to which the Website is connected are not guaranteed by Pinionz Pty Ltd, and Pinionz Pty Ltd is not liable for the accessibility of any external connections. To learn more about a company's goods or services, you should consult the pertinent external website or advertisement.

You must not create or maintain any link from another website to this Website without our written consent.

### **Anti-spam notice**

Pinionz Pty Ltd and the relevant addressees do not consent to receiving unsolicited commercial electronic communications, thus the publication of electronic addresses on the Website is exclusively for the purpose of professional contact.

### **Copyright and restriction of use**

Save and except for any third party copyright included on the Website under a licence or agreement, all Content on the Website and downloads from it, is owned by Pinionz Pty Ltd ( ACN: 671 607 908 | ABN: 52 671 607 908). All rights are reserved.

No portion of any Content may be duplicated, modified, stored in a retrieval system, transmitted, or reproduced on any other Internet website without the prior written consent of the owner of the content, except as expressly permitted by the Copyright Act 1968 (Cth) (or any other applicable law throughout the world) or as otherwise provided for in this copyright notice.

### **Copyright**

Pinionz Pty Ltd makes no warranties or representations that third party material on the Website or material on other websites to which the Website is linked, does not infringe the intellectual property rights of any person anywhere in the world. You are not allowed to reproduce or republish anything you see on this website without Pinionz Pty Ltd's permission, however you may download and read Content or print a copy of it for personal, non-commercial use as long as you don't change it in any way. Send any requests for permission to use content from this website for reproduction to Pinionz Pty Suite 4705, Unit 9, 204 Alice Street, Brisbane QLD 4000. This includes requests for use in newsletters, publications, brochures, and advertising.



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Pinionz Pty Ltd is not, and must not be taken to be, authorising infringement of any intellectual property rights contained in material on other sites by linking the Website to such material on other sites.

### Limitation of liability

Pinionz Pty Ltd :

- a. makes no warranties or representations about the Website or any of the Content;
- b. accepts no responsibility for any loss you or anyone else suffers in connection with the use of the Website or any of the Content
- c. does not guarantee that the Website will not cause damage or is free from viruses or any other defects or errors. Under no circumstances will Pinionz Pty Ltd be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to the Content or use of the Website. This includes, but is not limited to, the transmission of any computer virus or any other defects or errors.

You may not use, depend on, or hold Pinionz Pty Ltd accountable for any direct or indirect loss or damages resulting from or purported to have resulted from your use of any content, products, or services made available on external websites. Any issues with an external link should be reported to the administrator of the relevant website.

To the fullest extent permissible by law, Pinionz Pty Ltd disclaims all responsibility for any liability that may come from the use of the website or the content thereof. Pinionz Pty Ltd's liability for breach of the warranty or guarantee will, at its option, be limited to the supply of the services again or the payment of the cost of having them supplied again, to the extent permitted by law where any law implies a warranty or guarantee that may not be lawfully excluded.

### Website unavailability

Pinionz Pty Ltd does not accept responsibility in the event that the Website is unavailable to you due to any computer downtime, malfunction or such other event outside the control of Pinionz Pty Ltd .

### Forums and Public communication

"Forum" includes without limitation: discussion group, message board or online discussion site, mobile messaging or e-mail function where people can hold conversations in the form of posted messages offered as part of the Website. If you participate in any Forum within the Website, you acknowledge and agree that:

- a) Pinionz Pty Ltd is not responsible for the content or opinions posted or sent by users in any Forum;
- b) you take responsibility for postings under your username;
- c) you use the information provided in the Forums at your own risk



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- d) anything you submit on the Website by way of any Forum is routed through Pinionz Pty Ltd ' servers and the Internet and that, therefore, you have no expectation of privacy with regard to any such submission;
- e) Pinionz Pty Ltd does not guarantee and is under no obligations, to take action in response to any suggestions or requests placed by any person within the Forum;
- f) the Forums and features on the Website are forums for public and not private communications. Please keep in mind that whenever you give out personal information online, for example, via message boards or chat, that information can be collected and used by people you don't know. Pinionz Pty Ltd cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

In no chat room, message board, or other user-generated content area should you presume that individuals are who they claim they are, know what they say they know, or are associated with whom they say they are affiliated. It is not a good idea to take any action based on information you cannot authenticate since information gained on a forum could not be trustworthy. For the accuracy or the substance of any information posted in a Forum, Pinionz Pty Ltd is not liable.

Pinionz Pty Ltd cannot be responsible for the content or accuracy of any information, and shall not be responsible for any trading, investment, or any other decisions made based on such information.

You furthermore agree not to do any of the following:

Post, distribute, or otherwise make available or transmit any data, text, or message, that Pinionz Pty Ltd deems to be:

- a. defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking;
- b. bigoted, hateful, or racially offensive;
- c. vulgar, obscene, or sexually explicit (language or images); or that
- d. encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; or that
- e. infringes and / or violates any domestic or international law, rule, or regulation or make statements that do not generally pertain to the designated topic or theme of any Forum.

Advertise or sell any products, services or otherwise (whether or not for profit), or solicit others or use any Forum for commercial purposes of any kind.

Impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.

Engage in antisocial, disruptive, or destructive acts, including "flaming", "spamming", "flooding", "trolling", and "griefing" as those terms are commonly understood and used on the Internet.

Pinionz Pty Ltd reserves the right to:



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- remove any material, and if we deem appropriate, to turn over to law enforcement officials, any material, including message, e-mail, or posting, that is in violation of these terms
- remove messages, emails, or postings that do not pertain to the designated topic or theme of the Forum
- comply with any order or otherwise cooperate with law enforcement officials regarding the

identification of any user alleged to be using the Website in violation of the law

- either via staff posting or otherwise, initiate any discussion based on feedback from members
- otherwise remove or edit content from any Forum at any time and for any reason although it has no duty to do so.

Pinionz Pty Ltd staff: Comments or responses by Pinionz Pty Ltd staff do not necessarily represent the views of Pinionz Pty Ltd .

### Indemnification

You agree to indemnify, defend and hold harmless Pinionz Pty Ltd , its officers and employees, from any loss, liability, claim, demand, damage or expenses (including reasonable solicitor's fees) asserted by any third party due to or arising from or in connection with your use of Content, or your conduct on the Website, or messages posted or transmitted by you on or through the Website. Pinionz Pty Ltd reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnification obligations.

### Invalid terms and conditions

In the event that any provision of these Terms of Use is found to be invalid, illegal, or unenforceable by a court, such provision(s) shall be severed from the other provisions.

### Variation of terms of use

Pinionz Pty Ltd reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use at any time and you should therefore periodically review this page.

### Privacy

In addition to those clauses in the Pinionz Pty Ltd Privacy Policy, Pinionz Pty Ltd will divulge pertinent personal data about you that it has obtained throughout the course of processing your purchase to the third-party providers in order to communicate order and delivery information. The third-party provider has consented that such information will only be used to complete the order. For the sake of any warranty claims, the third-party provider will keep all pertinent information. When that period of time has passed, the data will be returned to Pinionz Pty Ltd and handled in accordance with that company's privacy policy.



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