

GENERAL TERMS OF USE

Site Access

Your Minimum requirements

1. To be eligible to access the website, you must reside in Australia, be older than 15, or have your parents' consent in another situation.
2. You can access the Website at the aforementioned urls, and for any apps listed above, you can download them from the respective app stores (Apple for iOS or Google Play for Android), or you can use a supported device.
3. You can reach us at <https://www.desiengine.com.au/contact> for the most recent information if you have any questions regarding the supported devices.

Signing up

4. Although it's not essential, accessing certain services or content on the website or app may require you to register and have a current digital subscription.
5. You can register with your email and password.
6. When using this website or app, you must supply us with correct and complete information. You are under strict obligation to maintain the privacy of any identity and user information needed to access the Website. You must not share your password with anyone or use their password. You undertake to alert us right once if you become aware of any unauthorized use or security breach, and you are fully responsible for all actions taken using your password.

Copyright and intellectual property rights

7. You acknowledge that all content on the Website is protected by Australian and/or international copyright laws, including, but not limited to, the Copyright Act 1968. (Cth). Desiengine reserves all intellectual property rights in regard to the Website/app, including the Website's content and all trademarks, domain names, and indicia used in connection with the Website. You must not utilize any Desiengine trademark, domain name, or name or indicia.
8. 8. You must not reproduce, disseminate, or do anything else in respect to any work or other subject matter on the Website/app that would violate Australian and/or International Copyright Laws. You must not, without limitation, (except where expressly permitted by these Terms of Use):
 - a) Copy or publish any text, artwork, or other materials that someone else has contributed.
 - b) Download any written material, artwork, or other content.

- c) Send a copy of any work, content, or other material to anybody else.
- d) Disseminate any information, works, or other materials that any other person has provided.
- e) Sell, let, or hire, or offer for sale, let, or hire, or distribute any material that is an illegal reproduction of any writings, works, or other contributions made by others.

10. You are permitted to save content to your computer for personal use, display it there, and print out one copy. You give other members permission to store and view your Material on their computers and to print out one copy of it for their own personal use when you post Material (including any product descriptions, blogs, comments, written materials, or other subject matter) on the website or mobile application.

11. As permitted by the website/app, you may forwards information on products for sale there.

12. You acknowledge and agree that none of the Material you supply may violate the copyright or other intellectual property rights of another person. You are not permitted to submit any materials that might violate copyright or other intellectual property rights.

13. By registering, you guarantee and represent to WAN that:

- a. You are the sole owner of all copyright in any Material placed on the Website, subject to (c) below.
- b. With the exception of (c) below, you alone are responsible for all Material that you register to put on the Website/app.
- c. If the Material is a work of joint authorship or there are joint owners of copyright, you are a joint author or joint owner of copyright and all other joint authors and joint owners of copyright have consented to you making the Material available on the Website;
- d. The creation of any Material and its inclusion on the Website will not violate any third party's copyright or other intellectual property rights.
- e. You haven't given anyone a license or made an agreement with anyone else over any Material that isn't consistent with the creation of the Material or its posting on the Website.
- f. You have not signed any agreements that conflict with these Terms of Use with anybody else.
- g. Subject to (h), you have the right to claim authorship of any Material, and doing so will not violate anyone else's moral rights or any other rights.
- h. If the Material was created by more than one person, you have the right to claim joint authorship, you have identified all other co-authors, and no one else's moral rights have been violated.

14. You grant Desiengine a worldwide, permanent, transferrable, non-exclusive, royalty-free license to include the Material on the Website and to make it possible for website visitors to see and copy the Material as permitted by these Terms of Use by making the Material available on the Website.

15. Desiengine will delete any Material created by you from the Website upon your request and within a reasonable amount of time (subject to the restrictions governing the removal of items offered for sale).

Site Etiquette

16. You must act honorably and respectfully when contributing content to or participating in any interactive forum on the Website. If we receive a report of any language, behavior, or activity that is deemed inappropriate, we reserve the right to cancel your registration.

17. You promise in particular not to submit any of the following:

- a. content that is inaccurate, misleading, unlawful, fraudulent, defamatory, obscene, pornographic, racist, or otherwise inappropriate;
- b. content that harasses, threatens, or offends other website users;
- c. content that violates any third party's intellectual property rights, privacy, or confidentiality;
- d. content that promotes any third-party business, promotion, or website (except as authorised by Desiengine), including spam, junk mail, or pyramid schemes;
- e. viruses, or other corrupted or destructive files; or
- f. content that misrepresents who you are, such as by omitting to disclose any business affiliation you may have with Desiengine (or a competitor of Desiengine), or any product or service you are reviewing or commenting on.

18. No ideas or comments you offer should be influenced by the desire for financial benefit or the desire to defame another company; rather, they should be your own, sincerely held opinions based on your experience using a product or service.

Restrictions on Material

19. You may not post or attempt to post any material on the website that is any of the following:

- a. Defamatory;
- b. Abusive, threatening, or offensive;
- c. Obscene or otherwise inappropriate for a website that is freely accessible to all internet users, including children;
- d. Discriminatory or offensive in terms of race, gender, sexual preference, religious views, or other factors;
- e. Maliciously false or that falsely denigrates another person.
- f. Breaches any duty of confidentiality given to anybody;
- g. Is misleading or deceptive;
- h. Involves the use of a trade mark, name, or indicia that is not yours; .
- i. Amounts to harassment, stalking, or other similar behavior;

- j. attempting to gain access to any person's personal data stored by Desiengine;
- k. attempting to disable, get around, or otherwise tamper with the Website's security mechanisms;
- l. Adding links to the website or providing other access points for users of the website;
- m. Inadvertently posting advertisements or illegal content on the website.

21. You understand that the content on the Website is user-generated and that Desiengine does not create, provide, or support any of the opinions, comments, advice, or assertions contained in such content. Neither the content nor your reliance on it is the responsibility of Desiengine.

22. Desiengine retains the right to remove, not publish, or change any content that it judges to be inappropriate or otherwise unsuitable for a website that is publicly accessible to all internet users, including children.

Research

23. By using this website, you realise and accept that Desiengine may invite you to take part in focus groups, online surveys, and/or feedback surveys.

Forums, Comments and other Interactive Uses

24. You grant Desiengine and its affiliates a nonexclusive, perpetual, transferrable, fully sublicensable, royalty-free right to use, adapt, publish, and reproduce that content for any purpose, throughout the world, and in any media by submitting content to this website or participating in any interactive forum on the website. You acknowledge that any attribution we choose to make to you in connection with that content may include the name you have provided.

25. You give up any moral rights in the work you submit and agree to any act or omission that may otherwise violate those rights, such as defamatory language or failure to credit you as the author.

26. You hereby expressly acknowledge that we may reveal the Content you submit to third parties (such as product distributors and manufacturers) for any reason, including sub-licensing such Content to such third parties for use in their own websites and marketing endeavors. You agree that this disclosure may contain personal information about you without any payment, credit, or usage limitations.

Monitoring and Removal of Material

27. You understand and agree that Desiengine has the right at any time and in its sole discretion to delete any Material from the Website without providing a justification.

28. You agree that Desiengine has the right to monitor all Content and to provide information, including personal information, to relevant governmental and other agencies as necessary or appropriate (subject to Desiengine's legal duties under applicable privacy and other laws).

29. The Website or any component of it may be discontinued at any moment and in Desiengine's sole discretion.

Privacy

30. Desiengine is gathering your personal data in order to fulfil the objectives outlined in Desiengine's Privacy Statement, which is available at desiengine.com.au/privacy-statement. You must show the Privacy Statement to your parent and have their approval before using this site if you are under the age of 15.

31. Desiengine will manage your personal information and other data in accordance with Desiengine's Privacy Policy, which is available at www.desiengine.com.au/privacy and contains details on how to view, update, and/or complain about how we handled your personal information.

32. You accept the Privacy Policy's conditions if you choose to occasionally share information with us about you and your interests. Without limiting the aforementioned, Desiengine is permitted to share your personal information and other data with its affiliated companies, business partners, and outside service providers for research and profiling purposes as well as other activities that are logically related to your relationship with Desiengine.

33. In addition, you agree to the following:

- a. Desiengine utilising your personal information to send you information about goods and services offered by Desiengine, Desiengine's Associated Entities, and/or their commercial partners (we will always provide you the option to opt out of those communications);
- b. Desiengine enhances and personalises your experience by detecting and showing material that may be of interest to you, directing you to goods and services that may be useful or interesting to you, and displaying targeted advertising based on your interests. (Our Privacy Policy has additional information regarding the use of cookies);

Indemnity

34. When you violate any of these Terms of Use, including without limitation when a claim is made against Desiengine by another person as a result of any Material you post on the Website or any use of the Website by you, you agree to hold Desiengine harmless and keep Desiengine harmless from any loss or damage suffered by Desiengine, including any legal costs incurred.

35. Without limiting the aforementioned, you agree to hold Desiengine harmless and indemnify it against any loss or harm sustained by Desiengine, including any associated legal costs, resulting from any claim asserting that:

- A. Any Material created by you violates another person's copyright or other intellectual property rights;
- B. Any Material created by you contains material or content that is against these Terms of Use.

36. By using the Website or any service made available through the Website, or by attending an event, you agree to indemnify and hold Desiengine harmless from and against any and all claims, proceedings, injuries, liabilities, losses, costs and expenses (including reasonable legal fees on an indemnity basis), including but not limited to claims against Desiengine alleging negligence, copyright infringement and/or trade mark infringement.

- A. Your use of the Website or any service made available through it;
- B. Your attendance at an event you've reserved through the Website;
- C. Your use of any goods or services you've purchased from a Seller through the Website's classifieds section; and/or
- D. Your posting of an advertisement or a notice on or through the Website.

Liability

37. Desiengine, its employees, and its agents are not responsible to you or anyone else for any loss, harm, or damage resulting from or brought on by Desiengine's actions or inactions.

38. These Terms of Use contain certain guarantees and conditions that are implied under Schedule 2 of the Consumer and Competition Act 2010 (Cth) ("Australian Consumer Law") and other state-based laws. The Implied Terms' operation and culpability for violations can only be restricted under specific conditions. To the fullest extent authorised by law, we disclaim all terms implied by statute, in law, in fact, or otherwise, aside from the Implied Terms.

39. You recognise and acknowledge that under these Terms of Use, Desiengine has no warranty duties or other liabilities to you.

40. Except for liability for breach of the Implied Terms, which cannot be excluded by law, we disclaim all responsibility for any liabilities, losses, damages, costs, or expenses (whether arising in contract, tort (including negligence), or under any other cause of action) suffered or incurred by any person in connection with these Terms of Use or an act or omission of our or any of our personnel in connection with these Terms of Use (which may be limited to the extent permitted by the Australian Consumer Law).

41. Moreover, to the extent that such responsibility relates to our product(s), our liability for breach of an implied condition or warranty under these Terms of Use is restricted to the following: in the case of goods, to any one of the following as determined by us:

The following options are available:

- a. replacement of the goods or the provision of equivalent goods;
- b. repair of the goods;
- c. payment of the cost of replacement of the goods or the cost of acquiring equal goods;

d. payment of the cost of having the goods repaired;

in the case of services:

e. resupplying the services; or

f. paying the price to have the services resupplied.

42. Despite desiengine's best efforts to guarantee the Site's optimal performance, you acknowledge that you use the Site and depend on its content at your own risk.

Subject to the Implied Terms

43. Desiengine disclaims any warranty regarding the suitability of the Website for any particular purpose, the materials' ability to perform their functions without interruption or errors, the absence of viruses or other harmful components on the Website, and the accuracy, completeness, or reliability of the Content.

44. Before engaging in any transaction based on website content, you should conduct and rely on your own inquiries.

45. You agree that Desiengine, its parents, and its affiliated companies, as well as each of their individual employees, agents, directors, officers, and shareholders, are not responsible for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures, or for the loss of, damage to, or unauthorised access to your computer system or site.

46. You agree that Desiengine is not responsible for any defamatory, offensive, or unlawful behaviour or material found in connection with the Website, including behaviour or content transmitted by any means by any third party.

47. You expressly acknowledge and agree that Desiengine does not exercise control over website users (including those who are referred to as guests and experts on the website) and is not responsible for their opinions or behaviour, including any information, advice, defamatory statements, or offensive conduct.

48. To the fullest extent allowed by law, Desiengine will not be liable under these Terms for any loss of income, loss of profits, loss of contracts, loss of data, or for any indirect or consequential loss or damage of any kind, however they may arise and regardless of whether they are the result of a tort (including negligence), a breach of contract, or something else entirely, arising in connection with your use of the Website or any product or service made available through the Website.

49. To the fullest extent permitted by law, Desiengine's total liability under these Terms, whether in contract, tort (including negligence), or otherwise, shall never, under any circumstances, exceed the amount (if any) payable by you to us in respect of the relevant product(s).

50. Desiengine will not be liable to you for any loss or damage that you may suffer or incur as a result of the inclusion of your Material on the Website or use of the Website, unless otherwise expressly stated elsewhere in this agreement (including for breach of contract, negligence, or other causes).

Third parties

51. You acknowledge that the Website may provide links to third-party websites, and that Desiengine has no control over these websites. Regarding any loss or damage you may experience or incur in connection with any website you may access through the Website, Desiengine will not be liable to you and will have no obligation to make good (under any legal theory, including but not limited to negligence or breach of contract).

52. You agree that these Terms of Use apply to all content and material posted on the Website by third parties, although Desiengine is not liable for any such content or material. Regarding any loss or damage you may incur as a result of any criticism, comment, or other content of any third party material that is made in relation to your Material or that is otherwise posted on the Website, Desiengine shall not be responsible to you and shall have no liability to you (whether for breach of contract, negligence, or other cause).

53. For your information and convenience, the Website includes connections to other websites. Regarding the security of those websites, the performance of those links, or the dependability or correctness of the information found there, Desiengine provides no assurance or representations. You use any such website solely at your own risk, and the same goes for any purchases you make from third parties. The Site might also contain links to other Desiengine-owned websites where you can buy Desiengine products (such as subscriptions). Terms on those sites apply to your purchase of those products there.

54. You recognise that your Material will be made publicly accessible on the Website and that there is a chance that someone else might try to replicate it. Desiengine makes reasonable efforts to prevent this copying, but it cannot provide an assurance that your material won't be copied. Regarding any loss or damage you may incur as a result of someone else copying your work, Desiengine will not be liable to you and its liability is excluded (whether for breach of contract, negligence, or other reasons).

Miscellaneous

55. The remaining provisions of this agreement shall remain in full force and effect as if the invalid or unenforceable provisions had not been included in this agreement.

56. The laws of Victoria shall be applied to and construed in line with these Terms of Use. All parties agree that Victoria's courts have non-exclusive jurisdiction over their case and that they won't object on procedural or other grounds. You agree that the Website is a passive website and that using it does not give rise to jurisdiction over any matter involving jurisdictions other than Victoria.

57. Desiengine may update these Terms of Use at any time by posting a notice on the website, and such updated Terms of Use will take effect for all future uses of the website and any material you post on it after the notice is published.

58. We may assign our rights and duties under these Terms, in whole or in part, to our business partners or affiliated corporations. We will let you know if the task is going to negatively affect you and that impact is going to be more than a minor one.

59. Until Desiengine terminates them, the Terms of Use are in force. If you violate these Terms of Use, Desiengine may immediately and without prior notice cancel this agreement and/or your access to the Website. You are no longer permitted to access the Website in the event of termination, but all constraints placed on you, licences and waivers provided by you, as well as all disclaimers and liability limitations made by Desiengine in these Terms of Use (as amended), will remain in effect.

