



DOCUMENT DYNAMIX
ABN 30 228 276 249

WEBSITE TERMS OF USE
E-COMMERCE TERMS OF SALE

TERMS AND CONDITIONS OF USE FOR DOCUMENTDYNAMIX.COM.AU

1 INTRODUCTION

- 1.1** www.documentdynamix.com.au (“the Site”) is owned and operated by Lanzari Pty Ltd ATF the France Investment Trust T/A Document Dynamix ABN 30 228 276 249, which is registered in Queensland (“the Company”). In these Terms and Conditions (“Terms”), “us”, “we” and “our” refer to the Company and references to “you” or “your” is to you, the end user.
- 1.2** The Site is a website for registered users (“Members”) to obtain information and purchase consumables related to document management (together, called the “Services”). Until registered, you are a “User”.
- 1.3** All notices, enquiries, complaints can be communicated to the Company at info@documentdynamix.com.au

2 AGREEMENT

- 2.1** By using the Site you agree to be bound by the Conditions. If you do not agree with these Conditions, you must stop using this site and leave it immediately.
- 2.2** We may change, update or amend these Conditions at our absolute discretion without notice.
- 2.3** You acknowledge and agree to be bound by the Privacy Policy and any other terms and conditions on the Site.

3 USE AND SERVICES

- 3.1** You are granted a non-exclusive, limited and revocable license to access the Site and use its functionality on the condition that:
- (a)** You are over the age of 18;
 - (b)** You only use the Site for lawful purposes;
 - (c)** You do not engage in any improper, indecent or offensive behaviour while using the Site;
 - (d)** You are not breaking any local, state or federal law in your relevant jurisdiction (or the State that the Company is registered in) by accessing this Site;
 - (e)** You will treat the Site and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person (as determined by us); and
 - (f)** You register as a Member to use the Services.

4 AVAILABILITY

- 4.1** By using this Site you agree that we accept no responsibility for this Site or any of its Services being unavailable, and we make no warranties or guarantees, implied or express, as to the ongoing availability of the Site or any of its Services.
- 4.2** You agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access this Site or parts of it.
- 4.3** We may change, update or otherwise amend the Site at our absolute discretion and without notice.

5 CONTENT AND PUBLICATION

- 5.1** In respect of any content that you upload to the Site or submit to us, you warrant that it is:
- (a)** to the best of your knowledge, accurate;
 - (b)** compliant with these Conditions;
 - (c)** free of any computer virus or malicious code;
 - (d)** not false, defamatory, misleading or otherwise deceptive in any way; or
 - (e)** not uploaded in breach of the intellectual property rights of any third party.
- 5.2** You agree that you are liable for and indemnify us against any and all liability, loss, costs and expenses arising from or incurred in connection with your breach of any warranty in these Conditions.
- 5.3** We make no warranties as to the accuracy of any content posted by any user of this Site, and will accept no liability for errors or omissions in general.
- 5.4** We reserve the right, at our absolute discretion, to remove, amend, edit or in any other way change any post or upload by a user of the Site.
- 5.5** By posting or uploading material to the Site, you grants us a world-wide, non-exclusive, unlimited and irrevocable right to use, publish, market, advertise or otherwise promote the content you post, other than personal or medical information, which is managed in accordance with our Privacy Policy.

6 REGISTRATION AND MEMBERSHIP

- 6.1** In order to use the Site's Services, you must register to be a Member. Until registration, you are a User. To become a Member, you must be:
- (a)** 18 years of age or older; or
 - (b)** the legal guardian of a minor under the age of 18; and
 - (c)** capable of forming binding contracts.

- 6.2 If you are under the age of 18 years, your parent or lawful guardian over the age of 18 may register on your behalf. Your parent or guardian will then be responsible for all of your actions.
- 6.3 You agree to be a Member of the Site when you complete the membership registration process online or offline.
- 6.4 The information you provide to us during the membership registration process must be accurate and complete in all respects.
- 6.5 You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Site.
- 6.6 You must retain access to your username and password to access the Site.
- 6.7 It is your responsibility to keep your username and password secure. You are solely responsible for the use of your account, irrespective of who is using it, even if it is used without your permission.
- 6.8 You agree to indemnify us against any and all liability, loss, costs and expenses arising from or incurred in connection with unauthorised access to your account.

7 INTELLECTUAL PROPERTY

- 7.1 All content on the Site is the copyright of the Company. Without the express written permission of the Company, you shall not:
 - (a) replicate all or part of the site in anyway; or
 - (b) incorporate all or part of the Site in any other webpage, site, application or other digital or non-digital format.
- 7.2 The Company has moral & registered rights in its trademarks and you shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- 7.3 You agree that by using the site you will not copy the Site or the Services that it provides for your own commercial purposes. You agree and warrant that you will not solicit the Users, Members and Providers of the Site to join another competing site or in anyway to stop using the Site in preference of using another site offering comparable services. You indemnify us for any loss or damage we suffer as a result of your breach of this warranty.

8 THIRD PARTY WEBSITES AND ADVERTISING

- 8.1 The Site may contain information & advertising from third-party businesses, people & websites ("Third-Parties"). You consent to receiving this information as part of your use of the Site.
- 8.2 We are not responsible for any information transmitted by Third Parties or liable for any reliance you make upon the information or statements conveyed by Third Parties (or in relation to your dealings with Third Parties), nor are we responsible for the accuracy of any advertisements.

9 LIMITATION OF LIABILITY AND INDEMNITY

- 9.1** You agree that you use the Site at your own risk.
- 9.2** You acknowledge that we are not responsible for the conduct or activities of any User or Member of the Site.
- 9.3** You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of, or conduct in connection with, the Site, including but not limited to any breach by you of the Conditions.
- 9.4** Under no circumstances will we be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Site or any content, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.
- 9.5** Certain rights and remedies may be available to you under the Competition and Consumer Act 2010 (Cth), or similar legislation of other States or Territories, and may not be permitted to be excluded, restricted or modified.
- 9.6** Apart from those that cannot be excluded, we exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:
- (a)** the re-supply of services or payment of the cost of re-supply of services; or
 - (b)** the replacement or repair of goods or payment of the cost of replacement or repair.
- 9.7** You agree that any taxation related to any transactions made via the Site between Users and/or Members is the sole responsibility of the parties to that transaction and that the Company accepts no liability or responsibility for taxation matters in that regard.

10 PRIVACY

- 10.1** You acknowledge and accept the terms and conditions of the Site's Privacy Policy.
- 10.2** You agree that you will not do anything that shall compromise the Company's compliance with its Privacy Policy nor do anything contrary to the Privacy Policy insofar as your use of the Site is concerned.
- 10.3** We may amend the Privacy Policy from time-to-time.

11 TERMINATION

- 11.1** Either party may end the agreement arising from these terms and conditions immediately for any reason by giving the other party written notice. Where this agreement has been terminated you must immediately cease using the Site.

12 COMPLAINTS AND DISPUTES

- 12.1** We reserve the right to remove any content from the Site that you post which is the subject of a complaint by another User or Member, regardless of whether that complaint is justified or reasonable.
- 12.2** You agree to remove any contentious content immediately upon request by us.
- 12.3** If you have a complaint about content on the Site you should report it to us immediately. We may or may not investigate your complaint, depending on its nature.
- 12.4** If you have a dispute with us or another User or Member in connection with the Site, you must report the dispute to us so that we may investigate and assist in the resolution of the dispute (where possible).

13 COLOURS

- 13.1** The colours that you see depend on your computer display, so we cannot guarantee that your monitor will display the colours accurately.

14 ACCURACY OF PRODUCT INFORMATION

- 14.1** You agree and acknowledge that there may be technical or administrative errors in the information on the Site, including but not limited to errors with respect to product description, pricing and availability.
- 14.2** We reserve the right to correct any errors without any notice, including after you have submitted an order or made a payment.
- 14.3** If there is an error in any information that forms part of an offer from us to you, any agreement arising from your acceptance of that offer will be void at our absolute discretion.

15 AVAILABILITY

- 15.1** We reserve the right to limit quantities, including after you have submitted an order or made a payment.
- 15.2** Representations of goods for sale on the Site do not constitute an offer to sell but an invitation to treat. Such representations do not warrant that the product or service is available.

16 TITLE OF GOODS

- 16.1** The goods are our absolute property as legal and equitable until you have paid the full price. Until we receive full payment you will hold the goods only as a bailee.

17 DELIVERY OF GOODS

- 17.1** You agree to take on the risk for the goods, such as loss or damage, when the goods reach the delivery address.

17.2 After taking delivery of the goods, you agree to examine the goods and notify us if there is any defect in the goods within 5 days of the delivery date.

17.3 If we receive no notification from the customer within 5 days of the delivery date, you agree that the goods will be taken as delivered without defect.

18 CUSTOMS, DUTIES AND TAXES

18.1 If you order goods from outside Australia, you agree to take responsibility for ensuring that the goods can be legally imported into the country of delivery.

18.2 You agree to pay any customs, duties or taxes with respect to the goods that we send to the address outside of Australia. These costs will be in addition to the purchase price that we quote on the Site.

19 PRODUCT LIABILITY

19.1 Under no circumstances will we be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your use of, or inability to use goods purchased from this Site, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.

19.2 With respect to goods purchased from this Site, certain rights and remedies may be available to you under the Trade Practices Act 1974 (Cth), or similar legislation of other States or Territories, and may not be permitted to be excluded, restricted or modified.

19.3 Apart from those that cannot be excluded, we exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted to the purchase price of the relevant goods.

20 NOTICES

20.1 We will send you notices and other correspondence to the details that you submit to the Site, or that you notify us of from time-to-time. It is your responsibility to notify us of any updated contact details as they change.

20.2 Email notice from us to you is effective notice under these Conditions.

21 GENERAL

21.1 You acknowledge that you have not relied on any representation, warranty or statement made by any other party, other than as set out in these Conditions.

21.2 The relationship between us and you under any agreement arising from these Conditions does not form a joint venture or partnership.

- 21.3** No relationship clause of this agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 21.4** Any agreement arising under these Conditions will be governed by the laws of the state set out in the definition of Company. You agree to submit to the non-exclusive jurisdiction of courts with jurisdiction there.
- 21.5** Any clause of these Conditions, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of the Conditions.
- 21.6** Any agreement arising from these Conditions is part of an ecommerce transaction and the parties agree that the agreement shall be accepted electronically and the agreement formed & validly entered into electronically in accordance with the Electronic Transactions Act 1999 (Cth).
- 21.7** The termination of any agreement arising from these Conditions does not affect the parties' rights in respect of periods before the termination of this agreement.