



technology that means business

LANREX MANAGED SOLUTIONS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE.

1. GENERAL

- 1.1 These Terms of Service (the **Terms**) govern your use of our website located in www.lanrex.com.au (the **Site**) and form a binding contractual agreement between you, the user of the Site and us, PCNation Pty Ltd ABN 85 123 336 390 (**Lanrex**). For that reason, these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site.
- 1.2 By viewing or browsing the Site, you acknowledge that you have had sufficient chance to read and understand these Terms, and that you agree to be bound by them.
- 1.3 If you do not agree to these Terms, you may not access or otherwise use the Site and the Services offered on the Site.

2. DEFINITIONS

Agreement means these terms and conditions of use and the documents referred to on it;

Content means any and all data, text, software, images, audio or video material and other content, in any medium, provided by Lanrex to you;

Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application;

Services means the online information provided by Lanrex containing news and media information relating to Lanrex. This includes Services currently offered by Lanrex and any Services or products that Lanrex may choose to offer in the future;

Site means www.lanrex.com.au;

User means any person or entity who gains access to, views or browses the Site, and uses the Services offered on the Site;

User Generated Content means any and all data, text, software, images, audio or video material and other content in any medium produced and provided on the Site by a User;

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You means you, the User; and

Us, We, Our means PCNation Pty Ltd ABN 85 123 336 390.

3. ACCESSING THE SITE

- 3.1 You acknowledge and agree that although we will use all reasonable efforts to ensure that the Services are available, temporary interruptions of the Services available through the Site may occur. We shall not be liable to any person or entity for loss or damage incurred by such downtimes.
- 3.2 All content and services provided on or through this site are provided "as is" and "as available" for your use. The content is provided without warranties or conditions of any kind either express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose or non-infringement. Your use of this site is solely at your risk.
- 3.3 We reserve the right to withdraw or amend the Services and Content we provide on the Site without notice. We may restrict access to some parts of or the entire Site, from time to time.
- 3.4 You are responsible for making any arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your account are aware of these Terms and that they comply with them.

4. SCOPE OF SERVICES

- 4.1 Lanrex provides the Site and Services for general information purposes only. Our Services are ideal for any individual, association, company, corporation, or firm looking to find quality general and instructional information regarding Lanrex. Users acknowledge and agree that they will undertake their own due diligence and seek appropriate professional advice prior to using any of the general information provided through the Site and Services.

5. DISCLAIMER

- 5.1 This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorized access or, alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tortious behaviour, negligence or any other cause of action.
- 5.2 We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Services or the Content contained on the Site for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Services or that the operation of our Site will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Site or the Services.



6. THIRD PARTY WEBSITES


- 6.1 The Services may link to other websites, services or resources on the Internet, such as Twitter and Facebook, and other websites, services or resources may contain links to the Services. These websites are not under our control and are not maintained by Lanrex. We are not responsible for the content of those sites. We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those sites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.
- 6.2 We make no representation about any other website you access through this one. Please understand other websites are independent from our sites so we do not accept responsibility for such websites.

7. APPROPRIATE USAGE AND RESPONSIBILITIES

- 7.1 Users' agree to be compliant when using Lanrex Site policies, including this Agreement with regard to all local, state, national, and international laws, rules and regulations, as well as any laws regarding the transmission of technical data exported from the Users' country of residence.
- 7.2 All Users' are responsible for supplying us with accurate data at all times and modifying any User information immediately when changes occur, the quality of data entered by the User, and validity of data entered by the User, including the source of the data.
- 7.3 No User shall use the Site for any fraudulent or inappropriate purposes and agree not to promote the unauthorized use of a third party or to encourage the unauthorized use of a third party to use any portion of the Site to transmit or upload any content that is against the law, abusive, unauthorized, harassing, obscene, slanderous, virus containing, or is otherwise distasteful as reasonably determined by Lanrex. Users' agree not to resell, reproduce or take advantage of any part of our Site by robot, spider, other automated device, or manually to monitor or duplicate any content without our expressed written permission. Lanrex reserves the right to seek all remedies available by law and in equity for violation of these Terms. We reserve the right to investigate complaints or reported violations of these Terms and to take any action deemed necessary, appropriate, and lawful; including, but not limited to information relating to e-mail addresses, usage history, posted materials, IP addresses and traffic information.
- 7.4 All Users' agree not to conduct the following:
 - (a) sell, resell, rent or lease any content, marks, or services within the Site;
 - (b) store, transmit infringing, libellous, unlawful, indirect material, or in violation of third-party privacy rights data;
 - (c) store or transmit Malicious Codes;
 - (d) interfere with the performance of the Site, services or any third-party data; or
 - (e) try to gain unauthorized access to the Site, User accounts unauthorized to access, services or any related systems.



8. SPECIFIC PROHIBITION

- 8.1 No harassment, discrimination, or abuse is tolerated within the Site. Any abuse complaints will be thoroughly investigated and may be reported to the individual User's local authorities, and charges may be brought against that User both civilly and criminally. Lanrex cooperates fully with law enforcement and will provide any and all records requested within the law or by court order. Furthermore, if any of the above is conducted while using contact information obtained within the Site, we hold the right to restrict any User from access to our Site at any given time for such breach of Terms.
- 8.2 Users' of this Site, agree not to do the following, but are not limited to only these conditions:
- (a) Engage in any type of activity that negatively affects the purpose or intention of the Site, including, but not limited to, actually or attempting to manipulate, corrupt or otherwise affect the outcome of the services, in whole or in part, by, among other methods mentioned or not mentioned, subscribing another person or party without their authorization or registering multiple subscriptions under the same or different names; these activities include:
 - (i) Upload, post, publish, comment, e-mail, reproduce, distribute or otherwise transmit any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, deceptive, fraudulent, or explicit or unnecessarily graphic descriptions of accounts of and situations pertaining to sexual acts.
 - (ii) Upload, post, publish, comment, e-mail, reproduce, distribute or otherwise transmit any content that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability or harm minors in any way.
 - (iii) Upload, post, publish, comment, e-mail, reproduce, distribute, or otherwise transmit any content that User does not have a right to transmit under any law or under contractual or fiduciary relationships. This includes any inside information or proprietary or confidential information.
 - (iv) Upload, post, publish, comment, e-mail, reproduce, distribute, or otherwise transmit any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary rights of any party; nor any unauthorized advertising or promotional materials. This includes junk mail, spam, chain letters or any other form of solicitation.
 - (v) Upload, post, publish, comment, e-mail, reproduce, distribute, or otherwise transmit any material that contains software viruses, Trojan horses, worms, or any other computer code, files or programs, designed to maliciously, whether intended to or not, interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
 - (vi) Impersonate any person or entity, falsely state or otherwise misrepresent User affiliation with a person or entity.
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- (vii) Forge or manipulate packet headers in order to disguise the origin of any content transmitted to or through this Site.
 - (viii) Intentionally or unintentionally violate any applicable local, state, national or international law.
- 8.3 Users' agree to notify Lanrex immediately of any unauthorized use of the Site, its services or any other breach of security known or suspected.

9. INTELLECTUAL PROPERTY

- 11.1 Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.
- 11.2 We own and retain all proprietary rights to the Site, the Services provided through the Site, and all associated Intellectual Property rights, excluding User Generated Content. You are permitted to use the Services only as authorised by us. As a User, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Site and Services to create, display, use, play, and download Content or User Generated Content subject to these Terms.
- 11.3 Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute.
- 11.4 You must not modify the physical or digital copies of any Content you print off or download in any way, and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text.

10. LIMITATION OF LIABILITY AND INDEMNITY

- 11.5 You agree that we shall not be liable for any damages suffered as a result of using, copying, distributing, or downloading Content from the Site.
- 11.6 In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.
- 11.7 You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Site and Services and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Site and Services.
- 11.8 Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.
- 11.9 As a condition of your access to and use of the Site, you agree to indemnify Lanrex and its successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to:
 - (a) Your access to and use of the Site, Services, and Content; and



- (b) Your violation of these Terms and any applicable law or the rights of another person or party.

11. RELEASE

In the event that you have any claim or action against any other User arising from that User's use of our Site or the Service, you agree to pursue such claim or action independent of and without any demands from Lanrex, and you release Lanrex from all claims, liability and damages arising from or in any way connected to the claim or action. In the event that a claim or action is brought against us from your activities or use of the Site or the Services, including any breach by you of these Terms or any charges or complaints made by the other parties against you, you agree to pay, hold harmless and defend us in the claim or action. You also agree to cooperate fully as reasonably required in the defence of any claim and allow us to assume the exclusive defence and control of the matter at our sole discretion.

12. REPORTING

If you become aware of any breaches of these Terms, please report such breaches to Lanrex as a matter of urgency.

12. TERMINATION

- 12.1 You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate these Terms, your access to the Site, or suspend or block your access to the Site and Services.
- 12.2 We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.
- 12.3 If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records.

13. NOTICE

- 12.4 By using the Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site.
- 12.5 You acknowledge that all contracts, notices, information and other communication we may provide electronically comply with any legal requirements that such documents are in writing.
- 12.6 Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or 3 days after the date of posting any letter. As proof of service, it is sufficient that:
 - (a) For letters, the letter was properly addressed, stamped and placed in the post; and
 - (b) For emails, the email was sent to the specified email address.



13. NO WAIVER

- 13.1 If we fail, at any time, to insist upon strict performance of your obligations under these Terms, or if we fail to exercise any of the rights and remedies we are entitled to under these Terms, this will not constitute a waiver of such rights or remedies and it will not relieve you from compliance with your obligations.
- 13.2 If we waive a default, it does not constitute a waiver of any subsequent defaults.
- 13.3 No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing as per clause 16.

14. FORCE MAJEURE

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of this Agreement, where this arises out of circumstances beyond our control, including but not limited to:

- (a) acts of god;
- (b) natural disasters;
- (c) sabotage;
- (d) epidemic;
- (e) pandemic;
- (f) accident;
- (g) riot;
- (h) shortage of supplies, equipment, and materials;
- (i) strikes and lockouts;
- (j) civil unrest;
- (k) computer hacking; or
- (l) malicious damage.

15. SEVERABILITY

If any court decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms. The rest of these Terms will continue to be valid.



16. ENTIRE AGREEMENT

- 16.1 These Terms, and the documents expressly referred to in them, constitute the entire Agreement between you and Lanrex, and supersede all previous discussions, correspondence, negotiations, previous arrangements, understanding or agreement between us relating to the Services.
- 16.2 We each acknowledge that, in entering into these Terms, neither of us relies on, and subsequently will have any remedies for, any representation or warranty that is not set out in these Terms.

17. GOVERNING LAW AND JURISDICTION

- 17.1 These Terms are governed by the laws of the State of New South Wales.
- 17.2 If for any reason a court of competent jurisdiction finds any provision or portion of the Agreement to be unenforceable, the remainder of the Terms will continue to be in full force and effect. All legal action or litigation shall be handled and agreed on during an arbitration hearing only, and the arbitrator shall decide the outcome of the litigation or legal action. All parties agree to comply with this statement and the above jurisdiction statement.

18. UPDATES TO THESE TERMS

- 18.1 We reserve the right, in our discretion, to correct any errors or omissions in any part of the Site and Services. We may restrict access to parts or the entire Site and Services at any time, including, but not limited to, Content, certain features and Services, hours of availability, and equipment needed for access or use, without notice or liability.
- 18.2 Any material on the Site and Services may be out of date at any given time and we are under no obligation to update such material.
- 18.3 We reserve the right, in our sole discretion, to change, modify, add or remove any part of these Terms, in whole or in part, at any time. Notification of the changes to these Terms will be posted on the Site and will be effective immediately, unless expressed otherwise.
- 18.4 It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to unsubscribe from the Site and Services. Your continued use of the Site and Services will be deemed as your acceptance thereof.
- 18.5 We may assign or sublicense any of our rights or obligations under these terms and conditions at any time, without obtaining your consent.

Terms last updated on: 01/05/2022.

