



## USER AGREEMENT WEBSITE TERMS AND CONDITIONS

By using our website [www.rearwing.com.au](http://www.rearwing.com.au) and the services and information offered on our website, you are agreeing to these terms and conditions and are intending to be legally bound.

### Definitions and Interpretations

In this User Agreement, unless the context indicates a contrary intention:

- Services means design and custom racewear and apparel;
- We/Our etc means Rear Wing Pty Limited (Rear Wing);
- Website means [www.rearwing.com.au](http://www.rearwing.com.au);
- Intellectual Property Rights means all industrial, commercial and intellectual property rights (including equivalent, neighbouring or proximate rights anywhere in the world that currently exist or are recognised in the future);
- A person means any form of legal entity as well as any quasi-legal entity;
- User means any person using the website and/or services provided by Rear Wing; and
- A reference to any document, material, information or data includes that document, material, information and data howsoever stored, recorded or embodied, including in any electronic or digital media or otherwise.

### User's Obligations

This website is made available for your use on your acceptance and compliance with these terms and conditions:

- You agree that you will use this website in accordance with all local, state, national and international laws, rules and regulations;
- You agree that you will not use, nor will you allow or authorise any third party to use, the website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate;
- You may not use our website to distribute or post spam, chain letters or pyramid schemes;
- You may not use our website to distribute or post any malicious software or content;
- You may not use our website to engage in any activity that interferes with the proper functioning of our website or that interferes with the enjoyment of our website by other users.
- We reserve the right to modify or discontinue our website and our services at any time without notice.
- You are responsible for regularly reviewing the User Agreement and the Privacy Policy to stay informed of any changes.

### User Responsibilities

Users are and shall be wholly and exclusively responsible, at their own cost, for:

- All telecommunications lines, modems, communication controllers, routers, multiplexers, terminals and all other equipment, hardware and software necessary to access and use the website and services;
- The use that it makes of the website, including any article, material, literary or artistic work, design or other matter that the author, invents, creates, develops or produces;
- Complying with all laws, regulations and rules in the Users country or jurisdiction;
- Complying with any recommendations or guidelines issued by Rear Wing with respect to the use of the website and/or services; and
- Ensuring that all electronic or other media it uses in connection or in conjunction with the website and the services provided complies with this User Agreement.

### Intellectual Property and Copyrights

Rear Wing hold the copyright to the content of this website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, videos, reviews and databases contained on the website or in connection with the services.

All content on our website, including text, images, logos, and designs, is the property of Rear Wing and is protected by copyright and trademark laws. You may not use any content from our website for commercial purposes without our prior written consent. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by us, in which case we may require you to sign a licence agreement.



### **Indemnification for loss or damage**

You agree to indemnify Rear Wing and hold us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this website or the services or information offered on this website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

### **Limitation of Liability**

We take no responsibility for the accuracy of any of the content or statements contained on this website or in relation to our services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the website or our services.

### **Information Collection**

Use of information you have provided us with, or that we have collected and retained relating to your use of the website and/or our services, is governed by our Privacy Policy. By using this website and the services associated with this website, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, visit the Privacy Policy.

### **Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this website will be confidential due to the potential ability of third parties to intercept and access such information.

### **Disclaimer**

The information on our website is provided for general informational purposes only. We have taken proper care and precautions to ensure that the information we provide on the website is accurate. We do not guarantee the accuracy, completeness, currency or reliability of any information on our website. The information contained on the website should not take place of professional advice.

### **Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of Queensland, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Queensland.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.