



WEBSITE TERMS AND CONDITIONS

1. INTRODUCTION

- (a) These terms and conditions (**Terms**) apply when you use this website, www.lalatat.com (**Website**).
- (b) You agree to be bound by these Terms which form a binding contractual agreement between you and Lalatat International Pty Ltd (ACN 642 581 468) (**Lalatat**).
- (c) If you don't agree to these Terms, you must refrain from using the Website.
- (d) Lalatat may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

2. ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your officers, employees, contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

3. YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website;
- (b) use the Website for any purpose other than the purposes of general browsing, purchasing or using Lalatat's products and services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Lalatat, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

4. INFORMATION ON THE WEBSITE

While Lalatat makes every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that Lalatat does not (to the maximum extent permitted by law) guarantee that:

- (a) the Website will be free from errors or defects;

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- (b) the Website will be accessible at all times;
 - (c) messages sent through the Website will be delivered promptly, or delivered at all;
 - (d) information you receive or supply through the Website will be secure or confidential; or
 - (e) any information provided through the Website is accurate or true.

Lalatat reserves the right to change any information or functionality on the Website by updating the Website at any time without notice, including product and service descriptions, prices and other Website Content (as defined in clause 5(a) below).

5. INTELLECTUAL PROPERTY

- (a) Lalatat retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Lalatat or as permitted by law.

6. LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not Lalatat's responsibility. Lalatat has no control over the content of the linked websites and Lalatat is not responsible for it.
- (b) Inclusion of any linked website on the Website does not imply Lalatat's approval or endorsement of the linked website.

7. SECURITY

Lalatat does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

8. REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact Lalatat immediately using the contact details or form provided on the Website.

9. PRIVACY

You agree to be bound by our Privacy Policy, which can be found <https://lalatat.com/wp/wp-content/uploads/2021/03/2021.03.23-Privacy-Policy-Lalatat-FINAL.pdf>.

10. LIABILITY

Lalatat makes no warranties or representations about this Website or any of its content and will not be responsible to you or any third party for any direct or consequential loss suffered in connection with the use of this Website. To the maximum extent permitted by law, Lalatat excludes any liability that may arise due to your use of our Website and/or the information or materials contained on it. You agree to indemnify Lalatat for any loss or liability arising out of your use of this Website.

11. GENERAL

11.1 GOVERNING LAW AND JURISDICTION

These Terms are governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from

them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

11.2 WAIVER

No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

11.3 SEVERANCE

Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these Terms is not limited or otherwise affected.

11.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

11.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.

11.6 ENTIRE AGREEMENT

These Terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these Terms.

11.7 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these Terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these Terms will be interpreted adversely to a party because that party was responsible for the preparation of these Terms or that provision.