Terms and conditions of use

Lawnch Pty Ltd



Lawnch Pty Ltd 18/99 West Burleigh Road, Burleigh Heads QLD 4220 1300 529 624 info@lawnch.com.au

www.lawnch.com.au





Terms and Conditions of Use | Lawnch Pty Ltd

Last Updated: 20 March 2024

By using the Lawnch Pty Ltd ACN 670 738 637 (Lawnch, we, us, our) website located at www.lawnch.com.au (Website), you agree to be bound by and abide by, these terms of use (Terms of Use).

These Terms of Use will be reviewed and updated from time to time, at our discretion and without notice. The latest version of these Terms of Use will be available on our Website. By continuing to use this Website you accept the Terms of Use as they apply.

1 Intellectual Property Rights

Unless otherwise indicated, all intellectual property rights in all copyright, trade marks, and Website content (including photographic images) made available to you on or through this Website (Intellectual Property Rights) are owned by Lawnch. While you may browse and print the content for your non-commercial or personal use, you are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the Intellectual Property Rights. You must obtain our written permission if you'd like to use, copy, or reproduce any part of the Website for any other purpose.

2 General information and not legal advice

The content on our Website is intended solely to provide a general overview and summary of topics of interest. It is not intended to be comprehensive and should not be considered legal advice. You should always obtain legal or professional advice, tailored to your specific circumstances, before acting or relying on any content on our Website.

While we aim to keep the content on this Website current, there may be delays, errors, or omissions that could impact its accuracy. There may be historical articles and insights on our Website, which were current at the time of writing, and no longer reflect the present state of the law or industry practices.

Your use of our Website or any information obtained via this Website does not create a solicitor-client relationship between us.

3 Liability

This Website, and all content and services available through our Website, are provided on an 'as is' and 'as available' basis. We do not guarantee the availability, suitability, continuity, reliability, accuracy, currency, or security of the Website.

We are not liable for incomplete, corrupt, inaccurate, outdated, or unavailable content or services due to various reasons, including third-party actions, maintenance, events beyond our control, or third-party service disruptions.

We provide no warranties or representations that our Website is free from computer viruses or defects, you are responsible for your own software and system security.

4 Consumer guarantees

To the extent permitted by law, any conditions, warranties, guarantees, rights, remedies, liabilities, and other terms that impose liability or obligations on us under these Terms of Use are excluded. However, if a supply under these Terms of Use falls within the scope of goods or services provided to a consumer as defined in Schedule 2 to the *Competition and Consumer Act 2012* (Cth) (Australian Consumer Law), nothing in these Terms of Use limits or modifies any provisions, rights, remedies, or liabilities under the

Terms and Conditions of Use Page 2



Australian Consumer Law. In cases where the Australian Consumer Law permits limitation of liability, our liability is limited to the cost of supplying the services again or payment of the cost of having the services supplied again.

5 Exclusion of liability

Except as outlined in section 4 above and as permitted by law, we exclude liability for all direct, indirect, or consequential losses, damages, costs, and expenses (including, without limitation to, loss of revenue, goodwill, profit, reputation, data, use of data, anticipated savings, or benefits), or otherwise, suffered or incurred by any person in connection with or in any way relating to the Website or any content or services provided or made available through the Website.

6 Third-party links

Our Website (or social media websites on which we maintain a presence) may contain links to other websites operated by third parties. We make no representations or warranties about the use, effect, or content of any third-party website, and we are not responsible for the terms of use of any third-party website. If you visit these websites, they will be governed by their terms of use (including privacy policies).

7 Posting comments

Our Website and social media platforms may allow you to post comments. You are responsible for all comments that you post (or that are posted using your username and password). You must not post any comment that:

- (a) is inflammatory;
- (b) is xenophobic, racist, abusive, harassing, or hateful;
- (c) is false, defamatory, inaccurate, threatening, invasive of a person's privacy, or constitutes personal abuse directed at others;
- (d) is obscene, sexually explicit, or pornographic material or link to sites promoting such content;
- (e) serve as commercial advertising, promote gambling or spamming activities; and
- (f) violates any applicable law.

8 Applicable law

These Terms of Use, and your use of our Website, are governed by the laws of Queensland, Australia.

9 Privacy Policy

You can find our Privacy Policy here.

10 Contact us

For more information (including permission to reproduce material appearing on this website), contact:

Postal address: PO Box 530, Burleigh Town QLD 4220

Email: info@lawnch.com.au

Tel: 1300 529 624

Terms and Conditions of Use Page 3