

# Website Terms of Use

## A. The parties, the Website, access and legal documentation

1. This website ("Website") is owned and operated by Yiburg Pty Ltd. t/a Queensland Computers & Peripherals (ABN 69 092 129 907) ("Queensland Computers & Peripherals")
2. Access to the secure areas of this Website is restricted to: a) persons who are authorised customers of Queensland Computers & Peripherals ("Customer"), and b) Internet access providers who provide their subscribers with access to the world wide web ("IAP"). Access by any other person to the secure areas of this Website is strictly prohibited.
3. Access to this Website by each Customer or IAP is expressly conditional upon its acceptance of, and compliance with, the terms, conditions, notices and disclaimers contained or referred to in this document ("Terms of Use").
4. The Customer's use of, and/or access to, this Website also confirms its agreement to the terms of each of the following: Customer Terms, (including the Year 2000 Compliance Statement), the Returns Policy and Procedure.
5. Queensland Computers & Peripherals reserves the right to amend the Terms of Use at any time. Since you are bound by these Terms of Use, you should refer to them periodically of your own accord but also pay particular attention to any notice by Queensland Computers & Peripherals that they have been amended.

## B. General Commercial Terms

1. This Website is provided for the purposes of allowing the Customer to do the following with an industry standard web browser (referred to collectively as the "Authorised Purposes"): a) access as presented on this Website information about Queensland Computers & Peripherals, the terms of the relationship between the Customer and Queensland Computers & Peripherals, and the goods and/or services presented on this Website, and b) communicate to Queensland Computers & Peripherals the Customer's desire to purchase goods and/or services presented on this Website. The Customer must use this Website solely for the Authorized Purposes.
2. Upon account opening, Queensland Computers & Peripherals will provide the Customer with a Unique Username and Password which the Customer may use to gain access to the secure areas of this Website.
3. The Customer must not disclose the Unique Username or the Password to any third party. The Customer may disclose the Unique Username and Password internally to any employee to whom it wishes to authorise to access the secure areas of this Website and/or place orders on behalf of the Customer. The Customer must inform Queensland Computers & Peripherals immediately if the Unique Username or any Password is disclosed in any manner contrary to the Terms of Use. The Customer will be responsible for all activity (including purchases) by any person who accesses this Website using the Customer's Unique Username and Password.
4. Notwithstanding anything in the Terms of Use or any other agreement between the Customer and Queensland Computers & Peripherals, all orders made on this Website are subject to acceptance by Queensland Computers & Peripherals, and no order will be deemed to be accepted by Queensland Computers & Peripherals until such acceptance has been confirmed to the Customer.

5. If the Customer wishes to retain a hard copy of any order it places on this Website, the Customer may print the relevant order confirmation as provided for on this Website using any industry standard web browser. The presentation of an order confirmation on this website indicates only that the relevant order has been received by Queensland Computers & Peripherals.
6. The decision by Queensland Computers & Peripherals whether or not to accept or fulfill any order will be based inter alia upon the Customer's account and credit status at the relevant time. Orders accepted by Queensland Computers & Peripherals will be confirmed by e-mail to the Customer. Queensland Computers & Peripherals reserves the right to delay or cancel any order at any time (including at the time of fulfillment) based on the Customer's account or credit status.
7. If the Customer wishes to cancel any order, it must do so by telephoning its Queensland Computers & Peripherals customer sales representative or account manager. Orders may normally be cancelled within 30 minutes of placement, but no order will be cancelled after it has left Queensland Computers & Peripherals' premises for shipping regardless of when this occurs.
8. Queensland Computers & Peripherals' Customer Returns Procedure will apply to all items which the Customer wishes to return.
9. The Customer expressly authorises Queensland Computers & Peripherals to communicate with it via e-mail regarding any order the Customer places on this Website, the Customer's account and/or credit status and other confidential information including the Password which the Customer must enter to access this Website. Queensland Computers & Peripherals will send such e-mails to the e-mail address specified by the Customer at the time of account opening or as otherwise advised by the Customer to Queensland Computers & Peripherals either expressly in writing signed by an authorised representative of the Customer or on Registration Document which the Customer submits to Queensland Computers & Peripherals as part of its application to gain access to this Website.

**C. Intellectual property, confidentiality, software licences and restrictions on use of Content**

1. All information, text, material, graphics, software and advertisements on this Website ("Content") are Copyright © 2012 Queensland Computers & Peripherals, its suppliers and/or licensors unless expressly indicated otherwise by Queensland Computers & Peripherals. The Content is protected by Australian and international copyright and trademark laws. Content on the Network is published in real-time, and no one may modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on this Website or expressly authorised in writing by Queensland Computers & Peripherals.
2. Strictly on the condition that the person accessing this Website keeps all Content intact and in the same form as presented on this Website (including without limitation all copyright, trademark and other proprietary notices and all advertisements), such person may:
  - a. as a Customer, using an industry standard web browser, download and view the Content for the Authorised Purposes only, or
  - b. if the relevant person accessing this Website is an IAP, supply the Content to the IAP's subscriber.

The running of scripts or spiders against this Website is strictly forbidden. No one is authorised to use this Website in any manner or for any purpose which is unlawful or in any manner which violates any right of Queensland Computers & Peripherals or an affiliate or which is prohibited by the Terms of Use.

3. The Customer acknowledges and agrees that all Customer account and pricing information, the Unique Username and Password constitute the confidential information of Queensland Computers & Peripherals, and the Customer must not disclose this information to any third party without the prior express written authorisation of Queensland Computers & Peripherals. The Customer must inform Queensland Computers & Peripherals immediately if it discloses any confidential information in any manner contrary to the terms of this Agreement.

#### **D. Product Information, advertising and links to third party websites**

1. This Website contains information on goods and services which the Customer may purchase including inter alia product descriptions and specifications. With the exception of information relating to Queensland Computers & Peripherals pricing and stock availability, all product information has been provided by the relevant original equipment manufacturer and/or vendor and not Queensland Computers & Peripherals, and Queensland Computers & Peripherals has included it on this Website as a convenience only. The Customer should confirm all product descriptions and specifications with the relevant original equipment manufacturer or vendor before purchase.
2. This Website contains hyperlinks and pointers to other websites operated by third parties. These linked websites are not controlled by Queensland Computers & Peripherals, and Queensland Computers & Peripherals is not responsible for the contents of any linked website or any hyperlink contained in a linked website. The hyperlinks are provided as a convenience only, and the inclusion of any hyperlink on this Website does not imply any endorsement of the linked website by Queensland Computers & Peripherals, its affiliates or their directors or employees. The Customer links to any such website entirely at its own risk.
3. This Website also contains third party advertisements (including banner ads, partial and full page advertisements) which may contain embedded hyperlinks or which include referral buttons to websites operated by third parties or their licensees or contractors. All third party advertising (including referral buttons and embedded hyperlinks) is paid for by the relevant third party advertisers and must not be construed as either recommendations or endorsements by Queensland Computers & Peripherals, its affiliates or their directors or employees. The Customer is referred to the relevant advertiser for all information regarding the advertiser and its products and/or services.
4. In some instances, the advertisement may contain representations or offers by the third party advertiser which the Customer may accept by linking to the advertiser's website and executing the relevant transaction. Such offers are made by the third party advertisers and not Queensland Computers & Peripherals, and the third party advertisers are solely responsible to the Customer for the delivery of any goods or services the Customer purchases on the third party websites.

#### **E. Disclaimer and limitation of liability**

1. The Trade Practices Act and similar State and Territory Legislation in Australia may confer rights and remedies on the Customer in relation to the provision by Queensland Computers & Peripherals of this Website (including the various functions contained on this Website) which cannot be excluded, restricted or modified ("Non-excludable Rights"). Queensland Computers & Peripherals does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.
2. Except as provided for by the Non-excludable Rights: a) this Website (including all Content and functions) is provided "as is" and without warranties of any kind, either express or implied, b) Queensland Computers & Peripherals and its suppliers expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose, c) Queensland

Computers & Peripherals does not warrant that any functions on this Website (including inter alia the Customer's access to this Website) will be uninterrupted or error-free, that any defects will be corrected or that this Website or the server which stores and transmits Content to the Customer or any other person accessing this Website are free of viruses or any other harmful components, d) Queensland Computers & Peripherals does not warrant or make any representations regarding any the Customer's access to, or the results of the Customer's access to, this Website (including any related or linked websites) or any Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

3. Under no circumstances (including but not limited to any act or omission on the part of Queensland Computers & Peripherals) will Queensland Computers & Peripherals or its affiliates be liable for any indirect, incidental, special or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, this Website or any Content.
4. To the fullest extent permitted by law, Queensland Computers & Peripherals' liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of Queensland Computers & Peripherals to the following:
  - in the case of services supplied or offered by Queensland Computers & Peripherals, (a) the supply of the services again, or (b) the payment of the cost of having services supplied again; and
  - in the case of goods supplied or offered by Queensland Computers & Peripherals, (c) the replacement of the goods or the supply of equivalent goods, (d) the repair of such goods, (e) the payment of the cost of replacing the goods or acquiring equivalent goods, or (f) the payment of the cost of having the goods repaired.

#### **F. Termination**

The Terms of Use are effective until terminated by Queensland Computers & Peripherals, and Queensland Computers & Peripherals may terminate this agreement and the Customer's access to the Network at any time without notice. In the event of termination, the Customer is no longer authorised to access this Website, but all restrictions imposed on the Customer and all Queensland Computers & Peripherals disclaimers and limitations of liability set out in the Terms of Use will survive.

#### **G. Other**

1. The Terms of Use embody the entire agreement between the Customer and Queensland Computers & Peripherals in respect of the Customer's access to, and use of, this Website and supersede all prior and contemporaneous agreements, arrangements and understandings between the parties with respect to its subject matter. This agreement will be governed by and construed in accordance with the laws of New South Wales, Australia. The Customer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
2. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.
3. All rights not expressly granted herein are reserved.

#### **H. Trademarks of Queensland Computers & Peripherals and its affiliates**

1. The following trademarks which appear on this Website are owned by Queensland Computers & Peripherals and its affiliates:
  - Queensland Computers & Peripherals