

## 1 Website Access

- 1.1 This website (Website) is owned and operated by Lasoo, a subsidiary of IVE Group Pty Ltd (ABN 62 606 252 644). In these terms and conditions, a reference to "Lasoo" "we", "us" and "our" is a reference to Lasoo Pty Ltd ABN 62 606 252 644, its related bodies corporate (within the meaning of Section 50 of the Corporations Act 2001 (Cth)) or any other related entities within the IVE group of companies from time to time.
- 1.2 Your access to the Website is conditional upon you accepting and complying with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Website, our Privacy Policy and all applicable laws (**Terms of Use**). By using the Website you agree to be bound by these *Terms of Use*.
- 1.3 Lasoo reserves the right at any time to:
  - (a) review these *Terms of Use* and update them on the Website;
  - (b) amend, update, change or remove any part of the Website;
  - (c) terminate, suspend or restrict your access to the Website if you are in violation of these *Terms of Use*; and
  - (d) stop or suspend the operation of this Website in our absolute discretion;

and you agree that we are not liable to you or any third party in any way should we exercise such rights, nor will you be relieved of any obligation you agreed to or incurred during your use of the Website.

- 1.4 Any revised *Terms of Use* will take effect when they are posted. Since you are bound by these *Terms of Use* each time you visit the Website, you should periodically visit this page by clicking the *Terms and Conditions* link. If the *Terms of Use* so revised are unacceptable to you, you must stop using the Website.

## 2 Website Content and Intellectual Property

- 2.1 The Website provides (among other things) an aggregated retail promotions web portal featuring multiple products and services supplied by third party vendors. Lasoo provides you with the opportunity to research product offers and promotions online, before proceeding to purchase items in-store. Product offers and promotions on Lasoo are feature rich, fully searchable and browseable and are made available in-sync with the printed promotions you may receive. Lasoo is purely a research tool, and does not provide online purchase functionality.
- 2.2 The intellectual property rights, including copyright, in all material, information, graphics, sound, music, video, user interfaces, text, software, computer code, advertisements trademarks and logos on the Website (**Content**) including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such *Content* are owned and/or controlled by Lasoo unless stated expressly to the contrary on the Website.
- 2.3 Lasoo grants you permission to access and use the *Content* only for private purposes. All rights not expressly granted under these *Terms of Use* are reserved by us. You must not modify, copy, display, retransmit, distribute, sell, publish, broadcast or otherwise use the Website, the Service or any related content other than in accordance with the rights granted to you under these *Terms of Use*. For reproduction or use of the *Content* beyond such personal use, written permission must be obtained directly from Lasoo or the relevant copyright owner. If given, permission will be subject to the requirement that the copyright owner's name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.
- 2.4 Nothing you do on or in relation to the Website or the *Content* will transfer any intellectual property rights to you or licence you to exercise any intellectual property rights except as expressly provided in these *Terms of Use* or agreed by us in writing.
- 2.5 You warrant that all material or content posted by you is owned by you and our use of such material or content does not infringe or violate the intellectual property rights or any other rights of anyone else. You licence us to use, modify, adapt, publish, display, sub-licence, create derivative works from and incorporate in other works, any material or

content posted by you, at any time in the future in any form and for any purpose and you warrant that you have the right to grant this licence.

### **3 Your use of the Website**

- 3.1 This *Website* and all *Content* is provided "as is" and you agree that your use of the *Website* and any *Content* is entirely at your own risk. You must evaluate and bear all risks associated with the use of any *Content*, including reliance on the accuracy, completeness or usefulness of any *Content*. We endeavour to provide a convenient and functional *Website*, but we do not guarantee that your requirements will be met or that any *Content* will be uninterrupted, error free or that the *Website* or the server that operates it are free of viruses or other harmful components.
- 3.2 You are solely responsible for any material or content posted by you on the *Website*. Any material or content uploaded by you must not be illegal or unlawful, must not infringe any person's legal rights, and your use of the *Website* must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law). Without limiting the foregoing, you must not:
- (a) post or transmit any unlawful, threatening, defamatory, misleading, libellous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence or give rise to civil liability, or otherwise violate any law;
  - (b) post any material or content that is inaccurate or false and misleading or that infringes the intellectual property rights of any third party;
  - (c) use our *Website* to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our *Website* without our express written consent;
  - (e) collect or store any data about other users of the *Website*;
  - (f) use our *Website* in any way that causes, or may cause damage to the *Website* or impairment of the availability or accessibility of the *Website*; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.3 We reserve the right to access or examine any material or content uploaded, hosted, emailed or otherwise electronically transmitted to the *Website* by users and at our discretion, move, remove or disable access to such material or content which we consider breaches any law or these *Terms of Use*.

### **4 Registration and Passwords**

- 4.1 Registration is not required to browse the *Website* but may be necessary if you wish to make use of certain features.
- 4.2 Where you are required to register: (a) you must provide us with accurate, complete and current registration information; (b) you must safeguard any password which we provide to you; (c) access to the *Website* will be given on the correct entry of a user ID and password; (d) once access is granted, all actions taken will be deemed to be made by you; (e) you must not allow anyone else to use your user name and/or password; (f) you agree to immediately notify us of any unauthorised use of your user name and/or password or any breach of security of which you become aware; (g) you may cancel your registration at any time by notifying us; and (h) we reserve the right to discontinue or cancel your registration in our sole and absolute discretion without notice to you if you do not visit the *Website* or use any services for an extended period of time, if you breach any of these terms and conditions or any applicable law, or if we conclude that your conduct impacts on our name or reputation or violates our rights or those of another party.

- 4.3 If you believe that your user ID or password has been compromised please contact Lasoo immediately on **1300 412 588**.

## 5 Accuracy of Information

The product information on the *Website* is based on information collected from merchant web sites. If price information changes on a merchant's site, then this updated information does not appear in Lasoo until the next time that the merchant's site is 'crawled'. In instances where a merchant's price is different from the one shown on Lasoo, consider the price listed on the merchant's site to be the correct retail price.

## 6 Privacy

- 6.1 Any personal or other information submitted by you to the *Website* or otherwise to Lasoo is subject to our *Privacy Policy* and you acknowledge that this policy is incorporated by reference and forms part of these *Terms of Use*.
- 6.2 You consent to us providing information, including your personal and business information, to (i) our related bodies corporate to provide information, goods and services to you, to (ii) third parties suppliers, including contractors and sub-contractors, who assist us in providing information, goods and services to you; and (iii) other third parties if you have expressly consented or have opted in to receiving marketing and product information from them at this *Website*.
- 6.3 You acknowledge that you have done and will do all things necessary, including but not limited to: (i) obtaining all appropriate consents from individuals; (ii) providing notifications to individuals; and (iii) maintaining accurate, up to date and complete records; to ensure that the personal information provided by you to Lasoo at any time, and its use by Lasoo in the provision of services, will not give rise to any contravention of the Privacy Act 1988 or the Spam Act 2003.

## 7 Cookies

- 7.1 Cookies are small pieces of information we transfer to your computer's hard drive through your web browser that allows our server to identify and interact more effectively with your device. Cookies may also be used to keep track of goods or services you view, so that if you consent, we can send you news about those goods and services or assist you with any failed attempts to place orders.
- 7.2 You can configure your web browser to reject and delete cookies and block JavaScript but you may limit *Website* functionality, including the ability to purchase goods and services.
- 7.3 By using our *Website* or agreeing to these *Terms of Use*, you consent to our use of cookies in accordance with our *Privacy Policy*.

## 8 Linked Sites

- 8.1 This *Website* may provide links to other websites operated by third parties, but if you access other websites through these links you do so at your own and sole risk.
- 8.2 Lasoo does not endorse nor is it responsible for the content or privacy practices associated with linked websites. It is your responsibility to read and understand the terms of use applicable to any such websites. Lasoo will not be liable to you, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered by you as a result of your use of such websites.

## 9 Limitation of Liability

- 9.1 To the fullest extent permitted by law, any warranties express or implied in relation to the operation or availability of the *Website* or in connection with the accuracy or fitness for a particular purpose of any *Content*, goods or services on this *Website*, are specifically excluded. To the extent that any rights or remedies available under the law (including under the *Competition and Consumer Act 2010* (Cth)) cannot be excluded, then to the extent permitted by law, our

liability is limited, at our option to: (a) the re-supply of services or payment of the cost of re-supply of services; or (b) the replacement or repair of goods or payment of the cost of replacement or repair.

- 9.2 Lasoo (including its officers, directors, agents, subcontractors and employees) will not, under any circumstances (including but not limited to any act or omission on their part), be liable for any indirect or consequential damages or any loss of profits, loss of bargain, loss of data or loss of use howsoever arising (even if they are foreseeable or if Lasoo has been advised or is deemed to have constructive knowledge of the possibility of such damage) which result from any use or access of, or any inability to use or access, the *Website* or any *Content*.

## 10 Indemnity

You agree to indemnify, defend and hold harmless Lasoo, our officers, directors, employees, agents, subcontractors, licensors and suppliers, from and against all liabilities, loss, damages, claims, costs and expenses incurred by or awarded against Lasoo (including reasonable legal fees) arising out of or in connection with your use of the *Website* or your violation of any of these *Terms of Use*.

## 11 Complaints

If you wish to make a complaint regarding content on the *Website*, please notify Lasoo by email by clicking on the *Contact Us* tab and select 'Customer Feedback' as the "product you are interested in" or by calling us on 1300 412 588.

## 12 Miscellaneous

- 12.1 If any part of portions of these *Terms of Use* shall be declared invalid, void or enforceable, the remaining *Terms of Use* shall remain in force and effect.
- 12.2 These *Terms of Use* set forth the entire agreement between you and us relating to your access and use of the *Website*.
- 12.3 If any provision of these *Terms of Use* is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these *Terms of Use* and shall not affect the validity and enforceability of any other provision of these *Terms of Use*.
- 12.4 You agree that where you purchase goods and/ or services via the *Website*, we may communicate with your electronically in connection with the purchase, including sending you electronic notices.
- 12.5 The provision of these *Terms of Use* which are capable of having effect after their termination or expiry will survive cancellation of your registration or termination or expiry of these *Terms of Use*.
- 12.6 The *Terms of Use* are governed by the laws of New South Wales and subject to the non-exclusive jurisdiction of the courts of New South Wales.