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# **LIGHTWAVE YACHTS TERMS & CONDITIONS**

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## **LIGHTWAVE YACHTS TERMS & CONDITIONS**

### LIGHTWAVE YACHTS APPLICATION

1. Lightwave Yachts Pty Ltd (Lightwave Yachts) is the rightful owner of the Lightwave Yachts Website (the Website) and these Terms and Conditions (Ts + Cs) apply to the use of Website by you (User).

### ACCEPTANCE FOR TERMS

2. Lightwave Yachts advises that by your use of the App and Website (Website) you agree to be bound by these Ts + Cs and any conditions of sale. If you do not agree to these Ts + Cs do not use this Site and do not click "I AGREE". If you wish to proceed click "I AGREE" which signifies your acknowledgement of and agreement to be bound by these Ts + Cs.
3. Lightwave Yachts reserves the right to amend this Site and your continued use is an acceptance of any such changes.
4. Lightwave Yachts reserves the right to terminate any Users' use of this Site at any time without Notice and may do so for any breach of this Agreement.
5. This Agreement must be completed, understood and agreed to by a person over the age of 18 - if a parent or guardian wishes to permit a person under 18 to access the Site he or she may do so by granting explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this Site from any country where this material is prohibited please exit now as you did not have proper authorisation.
6. Lightwave Yachts accepts that upon your agreement - indicated by your clicking "I AGREE" - and being 18 years or older or as set out in the previous condition Lightwave Yachts grants to you a non-exclusive, non-transferrable, limited licence to use this Site in strict accordance with this Agreement and you further agree:
  - (a) Not to make any false or fraudulent statements as you use this Site;
  - (b) That all content and services available on this Site are the property of Lightwave Yachts and are protected by Copyright, Trade Mark registration, trade secrets and other proprietary rights and laws in Australia and internationally;
  - (c) Any rights not granted are fully reserved by Lightwave Yachts, its Associates and its advertisers;
  - (d) To pay for any and all purchases and services through the Site using your name and Credit Card or BPay facility (Biller Code) through this Site and not to challenge any such charges and to pay for all collections and/or legal fees resulting from any non-payment.
  - (e) Not to chargeback payment made to Lightwave Yachts or dispute charges from or payment made to Lightwave Yachts or any Lightwave Yachts client.

### THIRD PARTY TRANSACTIONS

7. The Application provides an advertising platform for Merchants to offer special deals (Deals) and promote Merchant's business - Lightwave Yachts will not be held accountable for compensation if any Merchant does not deliver the goods or services (Goods or Services) as stated in any Deal and indicated in the App.
8. The transaction occurs between you and the Merchant and Lightwave Yachts not being a party to the transactions cannot exchange or refund any Deal - refunds and exchanges can only occur via the Merchant and the User.

9. All Deals must be used or redeemed in accordance with any terms of the Deal and must be used by the expiry date and otherwise complied within the terms shown on the Deal or the Deal is invalid.

#### INDEMNITIES

10. You agree to indemnify Lightwave Yachts for any responsibility in the event that you suffer any damages or loss as a result of using or consuming any Goods or Services purchased through Deals where details of those Deals have been advertised and promoted on the App and you also further agree to indemnify Lightwave Yachts for claims or refunds for faulty Goods or Services purchased through Deals advertised and promoted on the App.

#### SERVER AVAILABILITY

11. The App is an online service relying on server availability and while the server operates 24 hours a day there is a possibility of intermittent failure but in the event of any failure or downtime due to technical faults or updates Lightwave Yachts will not be held accountable for compensation for Deals missed or not concluded as a result of this downtime.
12. Lightwave Yachts will endeavour to ensure the App and Website are secure and free from any viruses, bugs, spyware, Trojans and any other harmful technologies and the User agrees to these terms and will not hold Lightwave Yachts responsible for any damage howsoever caused.

#### RESERVATION OF RIGHT

13. Lightwave Yachts reserves the right to correct any error or inaccuracy that appears on any Deal represented on the App but cannot be held responsible in any way for errors or inaccuracies shown on the App.

#### LICENCE RESTRICTIONS

14. Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this Site. Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, database or directory without written permission from Lightwave Yachts is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in these Ts + Cs is prohibited.

#### SECURITY

15. You agree that if you are issued a Username and Password by Lightwave Yachts, you shall use your best efforts to prevent access to this Site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying Lightwave Yachts immediately if you discover loss or access to such information by an unauthorised party and by using a secure Username and Password not easily guessed or ascertained by a third party.
16. You agree that you will not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Lightwave Yachts shall pursue such penalties to the full extent of the law to protect its rights and the rights of other interested parties.

#### EXPORT

17. You agree that you shall comply with all applicable export and import control laws and regulations in your use of this Site, or Goods or Services received through this Site, and, in particular, you shall not export or re-export anything on or received through this Site in

violation or local or foreign export laws and/or without all required Australian, and foreign government licences and laws.

#### ERRORS AND CORRECTIONS

18. While Lightwave Yachts uses reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. Lightwave Yachts reserves the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of Goods and Services, and shall have no liability for such errors. Lightwave Yachts may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we will verify it for you.

#### LINKS TO OTHER WEBSITE

19. The Site contains links to other websites for your information and convenience, or to provide additional shopping for various other Goods and Services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. Lightwave Yachts suggests that you carefully review the terms of use of each site you choose to access from our Site.

#### USER'S LICENCE GRANT TO SITE

20. Except with regard to personal information, all information which you post on this Site or communicate to Lightwave Yachts through this Site (collectively "Submissions") shall forever be the property of Lightwave Yachts. Lightwave Yachts shall not treat any Submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Lightwave Yachts services or products or Goods and Services. Without copy, Lightwave Yachts shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and Copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

#### USER CONDUCT

21. By using features of this Site that allow you to post or otherwise transmit information to or through this Site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:
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  - (c) Constitutes unauthorised or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling;
  - (d) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of any third party; or
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#### THIRD PARTY SITES

27. You may be transferred to online merchants or other third party sites through links or frames from this Site. You are cautioned to read their Ts + Cs and/or Privacy Policies before using such sites. These sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. These other sites are not under the control of Lightwave Yachts and are not monitored or reviewed by Lightwave Yachts. The inclusion of such a link or frame does not imply endorsement of any site by Lightwave Yachts, its advertisers or licensors, or any association with its operators and is provided solely for your convenience. You agree that Lightwave Yachts and its licensors have no liability whatsoever from such third party sites and your usage of them.

#### RETURNS

28. It is your responsibility to notify Lightwave Yachts as soon as possible if the item purchased is not suitable or if it has been damaged in transit.

Lightwave Yachts will take all possible care in packing to ensure minimal movement within the package during shipping.

Refunds will be processed upon receipt of the items in an as new saleable condition. Returns are to be sent at the cost of the returning party unless agreed by Lightwave Yachts prior to return item being sent. Lightwave Yachts reserves the right to reduce the amount refunded for damaged packaging where it left the store in new condition.

#### DISCLAIMER OF WARRANTIES

29. Lightwave Yachts, its advertisers and licensors make no representation or warranties about the Site, the suitability of the information contained on or received through use of this Site, or any Goods and Services received through this Site. All information and use of this Site are provided "as is" without warranty of any kind. Lightwave Yachts, advertisers and/or its licensors hereby disclaim all warranties regarding this Site, the information contained or received through use of this Site, and any Goods or Services received through this Site, including all express, statutory, and implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
30. Lightwave Yachts, its advertisers and/or its licensors do not warrant that the contents or any information received through this Site are accurate, reliable or correct; that this Site will be available at any particular time or location; that any defects or errors will be corrected; or that the contents of any information received through this Site is free of viruses or other harmful components. Your use of this Site is solely at your risk. The User agrees that it has relied on no warranties, representations or statements other than in these Ts + Cs. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you but shall apply to the maximum extent permitted by the laws of your jurisdiction.

#### LIMITATION OF LIABILITY

31. Under no circumstances shall Lightwave Yachts, its advertisers and/or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use, this Site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strictly liability, or any other basis, even if Lightwave Yachts, its advertisers and/or its licensors have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages Lightwave Yachts, its advertisers and/or its licensors' liability in such jurisdictions shall be limited to the maximum extent permitted by the laws of your jurisdiction.

#### INDEMNIFICATION

32. You agree to defend, indemnify, and hold harmless Lightwave Yachts, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this Site, or any Goods and Services, information or products from this Site, or any violation of these Ts + Cs. Lightwave Yachts reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Lightwave Yachts in asserting any available defences.

#### LEGAL COMPLIANCE

33. Lightwave Yachts may suspend or terminate these Ts + Cs or the User's use immediately upon receipt of any notice which alleges that the User has used this Site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking

or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Lightwave Yachts may disclose the User's identity and a subpoena or other legal action, and Lightwave Yachts shall not be liable for damages or results thereof and the User agrees not to bring any action or claim against Lightwave Yachts for such disclosure.

#### CHOICE OF LAW AND FORUM

34. This Site (excluding third party linked sites) is controlled by Lightwave Yachts from its offices within Queensland, Australia. It can be accessed from other countries around the world to the extent permitted by the Site. As each country has laws that may differ from Australia, by accessing this Site, both you and Womas agree that the statutes and laws of Australia shall apply to any actions or claims arising out of or on relation to this Agreement or your use of this Site, without regards to conflicts of laws principles thereof. You and Lightwave Yachts also agree and hereby submit to the filing of any claim only in the exclusive jurisdiction and venue of Queensland, Australia and any legal proceedings shall be conducted in English. Lightwave Yachts makes no representation that materials on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

#### MISCELLANEOUS

35. These Ts + Cs incorporates by reference the Submission Rules if this Site allows posting and posts such Rules. These Ts + Cs constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of Lightwave Yachts. If any provision of these Ts + Cs are prohibited by law, are held to be unenforceable, the remaining provisions hereof shall not be affected, and these Ts + Cs as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

#### SHIPPING

36. Lightwave Yachts will ship within 5-7 working days of purchase to anywhere in Australia. Where a product or service is not available, the purchaser will be notified on the next business day of an approximate delivery date.

Generally orders will be sent by Australia Post and it is recommended that you purchase additional insurance for your items as once they are dispatched they can be tracked to your doorstep. Lightwave Yachts shipping is subject to Australia Post's shipping conditions. If you prefer to use an alternate shipping company - please notify us at the time of placing your order.

#### REFUND POLICY

37. Refunds will be offered in instances where it is agreed that a new item is faulty and cannot be repaired and at the discretion of Lightwave Yachts staff. Every effort will be made to ensure any merchandise required to be returned to a manufacturer as fast as possible, so it can be returned to the original purchaser in the shortest possible time-frame.

Lightwave Yachts will not issue a refund if you simply change your mind about something you bought, we will however, offer you a store credit to the value of the purchase price. The item must be returned in an as new sale-able condition.

#### PRODUCT AVAILABILITY & LIMITATIONS

38. Given the popularity and/or supply constraints of some of our products and/or services, Lightwave Yachts may have to limit the number of products and/or services available for purchase. Lightwave Yachts reserves the right to change quantities available for purchase at

any time, even after you place an order. Furthermore, there may be occasions when Lightwave Yachts confirms your order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product or service you ordered, Lightwave Yachts will cancel the order and refund your purchase price in full or offer an alternative.

39. This Site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.