

Terms of Use

LamChat

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1. General

- 1.1 These terms and conditions (Terms of Use) govern your use of the “LamChat” mobile application (App), made available for download via the Apple App Store or Google Play by Laminar Communications Pty Ltd ACN 080 749 613 (Laminar, we, our or us). By accessing or use the App, the user of the App (you) acknowledge you have read, and agree to be bound by, these Terms of Use. If you do not agree, you must immediately cease using and uninstall your copy of the App.
- 1.2 We may review and amend these Terms of Use from time to time, by publishing the new version on the App. Your continued use of the App after we post any changes to these Terms of Use will constitute your agreement to those changes effective from that date.
- 1.3 You must not use the App unless you are at least 12 years of age.

2. Use of the App

- 2.1 You agree:
 - (a) to provide accurate and up-to-date information pertaining to your full name, email address and mobile number where required by Laminar in accordance with our privacy policy;
 - (b) that you are responsible for maintaining the confidentiality of your account credentials, as well as for all activities that occur via your account. As such, you agree to protect your account from unauthorised access or use; and
 - (c) to use the App in good faith and for your personal use only.
- 2.2 To use the App you must have a mobile device that is compatible with iOS version 11 or higher or an Android phone.
- 2.3 You must not, in your use of the App:
 - (a) communicate any content or material to or using the App:
 - (1) unless you hold all necessary rights, licences and consents to do so;
 - (2) which is misleading or deceptive in nature, constitutes unlawful activity, or infringes the intellectual property or other rights of any person;
 - (b) do anything which is fraudulent or unlawful, offensive, abusive, indecent, defamatory or menacing, or in breach of any rights of others;
 - (c) cause annoyance, inconvenience or needless anxiety to others; or
 - (d) collect information (including information about other users) for purposes outside these Terms of Use. In particular, you must not harvest information from the App for commercial purposes without our prior consent.
- 2.4 You must not, and must not allow a third party to, access or use the App in a manner that:
 - (a) abuses or materially disrupts any aspect of the networks, security systems, services and/or our websites;
 - (b) interferes with the use of the App by other users;
 - (c) generates or facilitates unsolicited or unauthorised advertising or marketing communications;
 - (d) violates or facilitates the violation of the legal rights of Laminar or any other user of the App;
 - (e) constitutes data collection or data mining activities on or in respect of the App without the prior written consent of Laminar;

- (f) otherwise constitutes abuse or inappropriate use of the App, as determined by Laminar in its sole discretion.
- 2.5 You must not use the App for any fraudulent or illegal purposes, or to intentionally distribute malware, viruses or any other computer code, files or programs of a destructive or deceptive nature.
- 2.6 We reserve our right to suspend your access to the App if, in our sole opinion, you breach your obligations or communicate content which is abusive to other subscribers. We will collect your Personal Information and Personal Data directly from you when you download the App and create an account. It is completely optional for you to engage in these activities.

3. Intellectual Property Rights

- 3.1 You acknowledge that we or our licensors own all legal rights, title and interest in and to the App, and the content contained on the App, including without limitation, graphics, layout, text, images, trade marks, logos, service marks, designs, information, data, advertising copy, domain names, source and object code and the 'look and feel' of the App, and nothing in these Terms of Use constitutes a transfer or assignment of any intellectual property rights by us.
- 3.2 You must not modify, adapt, translate, prepare derivative works of, decompile, reverse engineer, disassemble, reproduce, republish, display, post, transmit, distribute or otherwise attempt to derive source code or object code from the App or create or attempt to create a substitute or similar service or product through use of, or access to, the App.
- 3.3 Provided you comply with these Terms of Use, we grant you a non-exclusive, non-transferable, limited right to access and use the App in accordance with these Terms of Use.

4. Privacy

- 4.1 We maintain a privacy policy that sets out how we handle your personal information (as defined in the Privacy Act 1988 (Cth) (Privacy Act)). You should read the privacy policy for the LamChat App at www.laminar.co
- 4.2 By accepting these Terms of Use, you will be taken to have read our privacy policy.
- 4.3 Our privacy policy is a non-contractual document prescribed by the Privacy Act. It does not impose any contractual obligations on us, and we disclaim any such contractual obligations.
- 4.4 The Privacy Act requires us to take such steps as are reasonable in the circumstances to ensure that any recipients of personal information outside of Australia do not breach the privacy principles contained within Privacy Act.
- 4.5 You consent, acknowledge and agree that:
 - (a) Any personal information disclosed to us via the use of the App may be disclosed to our associated entities, third party service providers or contractors and/or stored on infrastructure used by us, outside of Australia; and

- (b) By continuing to access and use the App, you expressly agree and consent to the disclosure of any personal information outside of Australia in the manner permitted by this clause 4.
- 4.6 In providing this consent you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to personal information.
- 4.7 By providing consent under the Privacy Act, Australian Privacy Principle 8.1 does not apply to disclosures referred to in this clause 4.

5. Availability and Support

- 5.1 We make no warranty, and have no obligation to ensure that, the App is:
 - (a) available for use at any given time;
 - (b) compatible with the mobile device or equipment you choose to access the App on; or
 - (c) error-free.
- 5.2 We and our third party providers do not, and are not obligated to provide any technical or other support for the provision of the App under the Terms of Use.
- 5.3 We may suspend (in part or whole), and without prior notice to you, your access to the App if:
 - (a) there is a malfunction, fault or breakdown of any of our (or our contractors) equipment or if we (or our contractor) needs to do any repairs, maintenance or service on any part of the App;
 - (b) we are required by law to do so;
 - (c) an event of Exceptional Circumstance occurs, which affects or may affect our ability to provide the App;
 - (d) if someone claims the App (or our provision of the App) infringes the Intellectual Property Rights of any person;
 - (e) if someone brings a claim that exposes us to liability or prosecution for an offence or liability to a statutory prosecution; or
 - (f) we determine or reasonably suspect that you have breached these Terms of Use.

A suspension any of these reasons will not affect any right which accrue prior to, or after, suspension of our obligations under these Terms of Use.

- 5.4 If we detect, or reasonably suspect, that fraudulent or unlawful activity is occurring via your use of the App, then we may take any of the following actions as we determine are reasonable:
 - (a) suspend your access;
 - (b) notify any affected persons or third parties; and
 - (c) take any legal action we deem necessary and you may be Liable for any Loss we incur, including litigation costs and damages.

If you wish to contest the suspension of your access to our App, please contact us.

- 5.5 You acknowledge and agree that:
 - (a) access to the App is reliant upon various factors outside our control, including, without limitation, events of Exceptional Circumstance, your internet service provider, telecommunications provider or equipment used to access the App; and

(b) we will not be responsible or liable for any loss of access or functionality to the App referred to in this section 5.

5.6 We are under no obligation to back-up or otherwise retain data on the App relating to your account, access keys or messages at any time during your use of the App or after termination of the Terms of Use or cancellation of your account.

6. Limitation of Liability

6.1 You acknowledge and agree that the App contains general information and may include material from many different sources. We make no representation and do not warrant that the information provided is complete, accurate or current.

6.2 We are not responsible for any unauthorised activity that may have occurred by you using the App. We may refer fraudulent or abusive or illegal activity to the relevant authorities.

6.3 We will not be liable for any virus, malware, trojan or similar malicious software program or code infecting your software or hardware as a result of interactions with third parties on the App.

6.4 You acknowledge and agree that our ability to provide any service via the App is subject to:

- (a) you complying with your obligations, and any other limitation or exclusion set out in the Terms of Use; and
- (b) your third party hardware and software (including browser and operating system of choice) meeting the App's minimum operating requirements, as may be detailed on the App and updated from time to time.

6.5 We do not control the user content made available via the App and therefore does not guarantee the accuracy, integrity, quality or lawfulness of any content you publish, upload or post.

6.6 You acknowledge and agree that, despite all reasonable precautions on our part, we, our directors, employees, contractors or other representatives exclude all Liability to you or anyone else for Loss or damage of any kind (howsoever caused or arising) relating in any way to the App, to the extent permitted by law, including but not limited to Loss or damage you may suffer as a result of:

- (a) your failure or delay to download and install an update to the App,
- (b) any errors, mistakes or inaccuracies on the App;
- (c) you acting or failing to act on any information contained on or referred to on the App and / or any third party Apps;
- (d) any bugs, viruses, trojan horses or other harmful code in connection with your use of the App or your device on which the App is installed,

and you acknowledge that the existence of any of the above in section 7.6 will not be a breach of these Terms of Use.

6.7 To the full extent permitted by law, Laminar excludes:

- (a) all liability in respect of any loss (whether direct, consequential or otherwise) including liability for any loss of data, interruption of business or any indirect or consequential loss, loss of profits, loss of opportunity or incidental damage; and

(b) all warranties and representations (express and implied) unless otherwise stated to the contrary in the Terms of Use.

6.8 To the extent permitted by law, Laminar's total liability under or in connection with these Terms of Use (whether in contract, tort, indemnity or statute), shall be limited cumulatively in the aggregate to AUD\$10.

7. Indemnity

7.1 You agree to indemnify Laminar, its officers, employees and agents from and against any loss, claim, liability, cost or expense (including legal fees on a solicitor/ own client basis) incurred by Laminar arising from or in any way related to:

- (a) your breach of the Terms of Use;
- (b) your infringement or alleged infringement of a third party's intellectual property rights;
- (c) your use of the App; or
- (d) your violation of applicable law, rules or regulations.

7.2 We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

8. Special Terms for Apple Users

8.1 Notwithstanding any other provision within these Terms of Use, the following additional terms apply if you use the App on an Apple iOS device.

8.2 You understand that these Terms of Use are between you and us only and not Apple, Inc. (Apple) and that we or our licensors are responsible for the App and the content thereof, but that Apple and its subsidiaries are third-party beneficiaries of these Terms of Use and have the right to enforce them against you.

8.3 You understand that, should the App fail to conform to any applicable warranty not disclaimed above, you may notify Apple and Apple will refund the purchase price (if any), but that Apple has no maintenance, support, or (to the maximum extent permitted by applicable law) other warranty obligations to you with regard to the App. Apple is not responsible for any product liability claims or claims that the App or your use thereof fails to conform to any applicable legal or regulatory requirement or infringes a third party's intellectual property rights. If you have any questions or concerns regarding the App, please contact us as described below.

9. Miscellaneous

9.1 The Terms of Use are governed by and construed in accordance with the laws of Queensland, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

9.2 You must not assign, transfer or novate any of your rights or obligations under or relating to the Terms of Use

- 9.3 We may assign, transfer or novate any of its benefits, rights or obligations under or relating to the Terms of Use with notice in writing to you.
- 9.4 In a provision of the Terms of Use is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of these Terms of Use have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
- 9.5 You can give us notice under these Terms of Use by email at support@laminar.co
- 9.6 We can give you notice under these Terms of Use by emailing you at the address that is attached to your Apple ID account, or through the App.
- 9.7 You agree to keep your contact information up-to-date, and understand that we will have no way of notifying you if your contact information is not current.
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