



You3 Website Terms and Conditions

Parties: You will be referred to throughout these Terms and Conditions as (“**you**” or “**your**”). You3 Pty LTD will be referred to throughout as “You3” or (“**we**” or “**our**”).

Overview: The Terms and Conditions of You3 Pty LTD ’s website include these Terms and Conditions, the Privacy Policy and any other terms and conditions that appear in or are linked to the You3 Pty LTD ’s website (**Additional Terms and Conditions**).

The Additional Terms and Conditions that appear on You3 Pty LTD ’s website will govern your use of, and access to, certain sections of the You3 Pty LTD website where they appear. Since these Additional Terms and Conditions form part of the Terms of Use, you are bound by them and should review them wherever they are relevant to you when using the You3 Pty LTD website.

You are not permitted to use this website unless you have read these Terms and Conditions and agree that they govern your right to use You3 Pty LTD ’s website. Your use of this website evidences your agreement to be governed by these Terms and Conditions. It is your responsibility to ensure that any of your employees or other agents are made aware of these Terms and Conditions.

Website content and access: While You3 Pty LTD endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon.

You3 Pty LTD does not guarantee that access to the You3 Pty LTD website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the You3 Pty LTD website or any data on such a computer.

Express disclaimers: To the fullest extent permitted by law, including the *Competition and Consumer Act 2010* (Cth), You3 Pty LTD does not make any warranty as to the accuracy, suitability, reliability or completeness of the information or content on this website. Nothing on this website shall be construed as providing the user with advice.

Limitation of liability: To the fullest extent permitted by law, You3 Pty LTD excludes all liability for any loss or damage arising directly or indirectly from or in any way connected to your use of or reliance on this website and its content. This includes loss which is special, indirect, consequential or loss of business profits. You3 Pty LTD complies with the Australian Consumer Law and provides all the Consumer Guarantees contained in the *Competition and Consumer Act 2010* (Cth) to the extent they are applicable. Where You3 Pty LTD breaches a warranty or guarantee which is implied by law into these Terms and Conditions and which



cannot be lawfully excluded, then You3 Pty LTD relies on Section 64A of the *Competition and Consumer Act 2010* (Cth). Accordingly, You3 Pty LTD 's liability for any such breach shall be limited at our option, as long as it is fair and reasonable to do so, to any one or more of the following:

(i) Where there is a supply of goods, to the replacement or resupply of equivalent goods, or payment of the cost of replacing the goods or acquiring equivalent goods.

(ii) Where there is a supply of services, to resupplying the services or payment of the cost of having the services resupplied.

Links to other websites: Our website may contain links to other websites. This does not necessarily imply sponsorship, endorsement, or any arrangement whatsoever between You3 Pty LTD and the owners of the linked websites. You3 Pty LTD takes no responsibility for any of the content found on the linked websites. You3 Pty LTD website may contain information provided by third parties. You3 Pty LTD accepts no responsibility whatsoever for information or advice provided to you directly by third parties.

Intellectual property: All content displayed on this website, including but not limited to information, photographs, graphic materials and artwork, is the property of You3 Pty LTD. Website content may be displayed and downloaded for any legitimate business or personal purpose provided that any copyright notice is not removed. You agree not to reproduce, disseminate, sell, publish, broadcast or circulate any content to any third party without the express prior written consent of You3 Pty LTD. You3 Pty LTD expressly reserves all copyright in its website and in all website content.

Exclusion of competitors: If a principal part of your business is the retail sale or use of any relevant products or services then you are a competitor of You3 Pty LTD. You3 Pty LTD expressly excludes and does not permit competitors to use website content or obtain any such content through a third party. You3 Pty LTD holds any competitor who breaches these Terms and Conditions fully responsible for any loss that we might sustain and further holds the competitor accountable for all profits made from the breach of these Terms and Conditions. You3 Pty LTD reserves the right to exclude any person from using our website.

Submissions: Any material uploaded to this website or sent to You3 Pty LTD via this website will be considered by us to be non-proprietary unless you indicate otherwise. This includes any data, questions, comments, suggestions, ideas or other information. Subject to our Privacy Policy, You3 Pty LTD may use such material for any purpose without compensation or notice. Any material uploaded to this website must not be malicious, offensive or considered to be spam or solely promotional in nature. You3 Pty LTD reserves the right to remove any uploaded material without notice.

Privacy: Please read in conjunction with our Privacy Policy. You3 Pty LTD is committed to safeguarding your privacy. All customer data is secured against unauthorised use or access. You3 Pty LTD does not sell or deal in personal or customer information. You3 Pty LTD may however use your information in a general sense to create marketing statistics, identify user demands and to assist us in meeting customer needs generally.



Personal information: You3 Pty LTD is committed to the transparent and open management of personal information. Any personal information You3 Pty LTD collects will be kept and treated as confidential. The information we collect can include information that is capable of identifying you such as your name, address, telephone number, email address, payment details, social media details, occupation and details regarding conversations we have had with you. Personal information will only be used for the purposes outlined in our Privacy Policy. If you are given access to You3 Pty LTD 's confidential information you may not disclose it to any third party without our written consent.

Disclosure of information: You3 Pty LTD may disclose information in good faith and where You3 Pty LTD is required to do so:

- (i) by law or by any court;
- (ii) to enforce the terms of any of our customer agreements;
- (iii) to protect the rights, property or safety of You3 Pty LTD, its customers or third parties; or
- (iv) to banks or financial institutions with the purpose of preventing fraud and as proof of any transaction.

Interference: You must not add, remove, change, hack or otherwise interfere with this website or any content on this website.

Termination: If in You3 Pty LTD 's reasonable opinion, you breach these Terms and Conditions then You3 Pty LTD may suspend or terminate your access to this website without notice or liability.

Whole agreement: These Terms and Conditions, our Privacy Policy and any Additional Terms and Conditions represent the whole agreement between you and You3 Pty LTD concerning your use and access to You3 Pty LTD 's website. No other term is to be included in this agreement except where it is required to be included by any state or federal legislation of Australia. All other terms are hereby expressly excluded.

Exclusion of unenforceable terms and conditions: Where any of these terms or conditions would be illegal, void, or unenforceable in a particular state or territory then that term or condition shall be deemed never to have been included in these Terms and Conditions in that state or territory. The excision of any term or condition pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other terms and conditions.

Jurisdiction: These Terms and Conditions are subject to the state and federal laws of Australia. You submit to the exclusive jurisdiction of the courts of Australia and any relevant Australian state or territory. This applies regardless of your location when accessing the website or website content.



Payment: If the payment method for your You3 Pty LTD account is by credit or debit card and payment is not received by You3 Pty LTD from the card issuer or its agents, you agree to pay all amounts due upon demand by You3 Pty LTD .

Cancellation and account enquiries: Any requests for cancellation or account enquiries should be sent to connect@you3.cc Any request to cancel will be in accordance with *Competition and Consumer Act 2010* (Cth).

Amendment of terms: These Terms and Conditions were last amended on 03/10/2023 You3 Pty LTD reserves the right to amend these Terms and Conditions without notice at any time. Such amendments take effect from the date of publication of the amended Terms and Conditions on this website. It is your responsibility to regularly review these Terms and Conditions to ensure your understanding is up to date.