

If you cannot fully understand the formal language of the Terms of Use, I encourage you to get in contact for me to explain in simple language.

Terms Of Use

1. Purpose

- a. This agreement ('Agreement') creates a binding legal obligation between you and **Finelines Association Pty Ltd**, an Australian corporation (**also known as "Red Cloud"**), which may be contacted at PO BOX 2031 FITZROY VICTORIA 3065. By using our websites ("www.redcloudhosting.com.au" and its associated websites, referred to collectively as the "Sites"), and where applicable, receiving or registering to use any of the Services (as defined below), you become a user and agree to, and are bound by, the terms and conditions of this Agreement.
- b. If you do not agree to be bound by this agreement, do not use the Site or the Services.
- c. Your use of, or participation in, certain Services may be subject to additional terms, and such terms will either be listed in this Agreement or will be presented to you for acceptance when you sign up to use such Services.
- d. In consideration for providing you with a license to use the Site, you agree only to use the Site in accordance with these terms.

2. Parties

- a. The parties to these terms are:
 - i. **Finelines Association Pty Ltd (ABN 39604118121)** ("us", "we", and "our"); and
 - ii. an end user (including anyone who views the site), anyone who uses our site ("you").

3. Services

- a. Our site offers the following Services:
 - i. **Hosting of websites on Australian servers.**
Development and implementation of websites templates onto Wordpress.
Custum website creation and buildup.
Registration of website domains and email domains.
Technical support for Wordpress use.
Content writing, editing and proofreading.
Photography and videography.
Photo editing.
SEO audits.

4. Variation of Agreement

- a. This agreement is subject to change by us in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of changes to this Agreement constitutes your acceptance of such

changes. Please consult the end of this Agreement to determine when the Agreement was last revised.

5. License to Use Site

- a. We grant you a personal and non-assignable licence to use the site.
- b. Your license is made up of the following:
 - i. this document;
 - ii. our privacy policy; and
 - iii. any other policy that we may publish on the Site from time to time.
- c. You must only use the Site strictly on the terms of your licence.
- d. A condition of this licence is that:
 - i. we may contact you by email for the purposes outlined in our privacy policy;
 - ii. you do not host pornographic material on your website;
 - iii. you are aged 18 years and over;
 - iv. your use of the site signifies your agreement to these terms (as amended from time to time); and
 - v. You must ensure that:
 - i. all information you provide us in registering to use the site is true and correct, and is at all times kept up to date; and
 - ii. you comply with all applicable laws.

6. Eligibility and Acceptance of Adult or Explicit Content

- a. Minimum Age. You must be at least 18 years of age to use the site or to register for the Services. By using the Site or Services, you represent and warrant that you are at least 18 years of age. If you are not of this age, you must exit the Site immediately and may not use or access the Site or print or download any content from it. The Site does not assume any responsibility or liability for any misrepresentations regarding a user's age.
- b. No Child Pornography. If you seek to host child pornography, you must exit this Site immediately.
- c. No pornography. If you seek to host pornography, you must exit this Site immediately.

7. Use of Site and Services

- a. Exclusive Use: Your account is for your personal use only. You acknowledge that we are not responsible for any loss incurred by you which arise as a result of third party access to your account that results from the sharing by you or the theft or misappropriation of your user name or passwords.
- b. Geographical Limitations: The Site and Services are intended for use in Australia. You will only use the Services in a manner consistent with this agreement, and any and all applicable local, state, territorial, national and international laws and regulations. Registration for, and use of, the Services are void where prohibited.

- c. Information Submitted: You are solely responsible for, and assume all liability regarding, (i) the information and content you contribute to the Site and Service (ii) the information and content you post, transmit, publish or otherwise make available through the Services, and (iii) your interactions with other users through the Services.
- d. Risk Assumption and Precautions. You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others. You acknowledge that we are unable to guarantee the accuracy of information provided to you by or about other users. You agree to take all necessary precautions when communicating with users of this Service. You understand that we make no representations, warranties or guarantees, either express or implied, regarding the information contained on this Site by other users.
- e. Content Removal. We reserve the right, but have no obligation, to monitor the information or material you host. We will have the right to end our agreement or remove content which in our sole opinion violates, or may violate, any applicable law, or the letter or spirit of this Agreement, or upon the reasonable request of any third party. Notwithstanding this right, you remain solely responsible for the content of the materials you post.
- f. Posting and Communication Restrictions. You must not post onto the Site or the Services, transmit to other users, communicate any content (or links thereto), or otherwise engage in or encourage any activity when using the Site or the Services that:
 - a. breaches any other contractual obligations you may have with another party, including any employment agreements or covenants;
 - b. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - c. is intended to or has the effect of harassing, threatening or intimidating any other users of the Site or Services;
 - d. is defamatory, inaccurate, abusive, obscene, profane, offensive, fraudulent or otherwise objectionable;
 - e. contains content or links to content (including but not limited to music, movies, videos, photographs, images, software, etc.) that infringes or violates another party's rights (including, but not limited to, intellectual property rights and rights of privacy and publicity);
 - f. contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
 - g. promotes or encourages illegal or unlawful activities, such as instructions on how to make or buy illegal weapons or illegal drugs, harm or harass another person, create or disseminate computer viruses, or circumvent copy-protect devices;
 - h. is intended to or has the potential to defraud, swindle or deceive other users of the Services;

- i. contains viruses, time bombs, trojan horses, cancelbots, worms, restricted or hidden password protected pages or other harmful, or disruptive codes, components or devices;
- j. promotes or solicits involvement in or support of a political platform, religion, cult, or sect;
- k. is intended to interfere with other users or potential user's enjoyment of the Site or Services;
- l. impersonates, or otherwise misrepresents an affiliation, connection or association with, any person or entity;
- m. solicits gambling or engages in any type of gambling, gaming or similar activity;
- n. uses scripts, bots or other automated technology to access the Site or Services;
- o. uses the Site or Services for chain letter, junk mail or 'spam' e-mails in contravention of the *Spam Act 2003* (Cth);
- p. collects or solicits personal information from anyone under age 18 or is otherwise predatory; or
- q. is in any way used for or in connection with spamming, spimming, phishing, trolling, or similar unlawful activities.
- xviii. No False Information. You must not knowingly provide inaccurate, misleading or false information to us or to any other user. If information you provide to us or another user of the Site subsequently becomes inaccurate, misleading or false, you must promptly notify us of such change by making appropriate corrections.
- xix. No Advertising or Commercial Solicitation. You must not transmit any chain letters, junk or spam e-mail to other users. Further, you will not use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. If you breach the terms of this clause and send or post unsolicited bulk email, "spam" or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to us.
- xx. No Harassment of our Employees or Agents. You must not harass, annoy, intimidate or threaten any of our employees or agents engaged in providing any part of the Services to you.

g. External links and Activities

- i. We may provide you with links to external websites from the site ("External Links"), where you acknowledge that:
 - i. we do not endorse or recommend such website;
 - ii. websites do not form part of our website;
 - iii. we do not warrant that (i) any information contained in such website is true and correct; (ii) these external websites do not contain viruses, trojans and other malware.

- ii. We may promote, advertise or sponsor functions, events, travel packages, offers, products, services, competitions or other activities that may be conducted offline and may be conducted by other parties (“External Activities”).
- iii. We may also provide you with External Links for the purpose of External Activities, where we do you acknowledge that:
 - i. we do not endorse or recommend such External Activities or External Links;
 - ii. such External Activities or External Links do not form part of our website and may be subject to separate terms and conditions;
 - iii. you participate in any External Activities or use External Links at your own risk;
 - iv. we are not liable for any loss, damage or claim arising from External Activities or External Links whether or not such External Activities or External Links are provided by our agents or contractors;
 - v. we do not warrant that: (i) any information contained in such website activities or links is true and correct; (ii) these external do not contain viruses, Trojans and other malware.

h. Intellectual Property

- i. No Use of Proprietary Information. You must not post, copy, modify, communicate, transmit, publish, perform, display, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) the Proprietary Information or (ii) other copyrighted material, trade-marks and other proprietary content accessible via the Site and the Services, without first obtaining the prior written consent of the owner of the proprietary rights.
 - ii. Other Users’ Information. Other users may post copyrighted content, which has copyright protection whether or not it is identified as copyrighted. Except for that content for which you have been given permission, you agree that you will not copy, modify, communicate, transmit, publish, perform, display, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any of our, or third party, copyrighted content which is made available via the Services or the Site.
- i. Limitation of liability and indemnity**
- i. Limitation and Liquidated Damages. To the extent permitted by law, in no event shall we be liable for any incidental, special, consequential or indirect damages arising out of or relating to the use or inability to use the site or services, including, without limitation, damages for loss or corruption of data or programs, service interruptions and procurement of substitute services, even if we know or has been advised of the possibility of such damages. Under no circumstances will our aggregate liability, in any form of action whatsoever in connection with this agreement or the use of the services or the site, exceed \$100.00. We shall not be responsible or liable for any damages or losses resulting from

any correspondence or business dealings with third party advertisers or resulting from the presence of such advertisers on the Site or Services.

- ii. No Liability for Users of the Site. While we perform an initial limited screening of individuals registering for the Services, we make no representations or warranties as to the conduct of such individuals. To the maximum extent permitted by law, in no event will we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Site or Services, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users of the Services. This includes any claims, losses or damages arising from the conduct of users who have registered under false pretences or who attempt to defraud or harm you.
 - iii. Information Verification. While we and our agents use various methods of verifying information provided by users of the Site, you acknowledge and agree that we and our agents make no representations or warranties as to the accuracy of that information and have no liability to you arising from any incorrectly verified information.
 - iv. Indemnity. You agree to indemnify, defend and hold harmless **Finelines Association Pty Ltd**, its officers, directors, employees, agents and third parties, against any claims, causes of action, debts, losses, costs, liabilities and expenses (including reasonable legal fees) relating to or arising out of (a) your use of or inability to use the Site or Services, (b) any content posted by you, (c) your breach of any terms of this Agreement or your violation of any rights of a third party, or (d) your violation of any applicable laws, rules or regulations. We reserve the right, at our own expense, to defend any claims, proceedings, suits or actions and otherwise take control of any matter subject to the indemnity in this clause, in which event you will give to us all assistance required by us.
- j. **Privacy**
- i. We may deal with your personal information in accordance with our Privacy Policy as amended from time to time.
 - ii. We may use your personal information for promotional and marketing purposes until you request to opt out of receiving such information.
 - iii. You also consent to us sending you email to advise you of changes to the site or to market the site, our services to you or the goods or services of our advertisers.
 - iv. Where you obtain personal information through the use of the site, you must destroy that personal information within a reasonable time after you have used it.
 - v. In addition to our disclosure rights at law and those contained in our privacy policy, we may reluctantly be required to disclose any personal

information or other information used, posted or sent through or on the site to:

- i. law enforcement;
- ii. any government or statutory authority;
- iii. any Court; and
- iv. our lawyers to advise and or defend us against any claim.

k. Disclaimer

- i. No warranties. This section will apply to the maximum extent permitted by applicable law. We provide the Services on an “as is” and “as available” basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services or the Site (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership. To the extent we are not permitted to exclude any implied warranties, our liability is limited (at our option) to (a) where the breach relates to goods, the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of repairing or replacing the goods or supplying equivalent goods; or (b) where the breach relates to the supply of a service, resupplying the service or payment of the cost of having the service resupplied. To the extent permitted by law, we do not warrant that your use of the site or services will be secure, uninterrupted, always available, error-free or will meet your requirements, or that any defects in the site or services will be corrected. We disclaim liability for, and no representation or warranty is made with respect to the connectivity and availability of the services. The provisions of the United Nations Convention on Contracts for the International Sale of Goods is hereby disclaimed.
- ii. Third party content. Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by us, are those of their respective authors (who may be other users) and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness or suitability of any information provided on the Site or Services, nor adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party other than us. Under no circumstances will we be responsible for any claim, loss or damage resulting, directly or indirectly, from any person’s reliance on information or other content posted on the Site or Services, or transmitted to or by any users.

l. Termination / Suspension

- i. In addition to any other right we have under these terms, we may terminate or suspend your licence to use the site at anytime:
 - i. where you breach these terms or any other policy; or

- ii. where we receive a complaint about you and that complaint has been dealt with through our Dispute Resolution Policy; or
- iii. for any other reason we deem appropriate;
- ii. In addition to any other right of termination we may terminate your licence to use our site at any time where we wish to discontinue our site or redevelop our site.
- iii. You may terminate your account with us at any time, but where you do and if applicable, any membership fees you have paid are forfeited, to the extent permitted by law.

m. Service

- i. Either party may give notice:
 - i. by email through the Contact Us page on our site;
 - ii. by ordinary mail or hand delivery, in our case to the current postal address indicated by our web site contact details page - and in no other way.
 - iii. A notice is deemed to be served:
 - i. if it is mailed: before noon on the second business day after posting;
 - ii. if it is emailed during business hours upon the email leaving the sender's mail server, and if outside business hours 9am on the next business day;
 - iv. Until we otherwise advise you in writing our address for service by mail is: PO BOX 2031 FITZROY VICTORIA 3065.

n. No Agency

- i. Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognise a partnership, joint venture, or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein.

o. Severance

- i. If any provision in this agreement is unlawful or inconsistent with any law, then to the extent of the unlawful nature or inconsistency, that provision may be severed from without affecting the remainder of the agreement.

p. Jurisdiction

- i. Subject to clause 17.2, this agreement and any contract arising under it is governed exclusively by the laws of Victoria, Australia. Any legal proceedings relating to them can only be taken in courts with jurisdiction in Victoria.
- ii. Where the law gives you a right to bring a proceeding in any other state of Australia, then clause 17.1 does not in any way limit that right.

q. Waiver

- i. No right under these terms can be waived except by notice in writing signed by the party waiving it. If a party overlooks a breach by the other party on one or more occasions, it is not taken to have agreed to any future breach.
- r. **General**
- i. Headings and footnotes are only for convenience. They are to be ignored when interpreting the Agreement.
 - i. a. A reference to the singular includes the plural and vice versa.
 - ii. b. Where one thing is said to include one or more other things, it is not limited to those other things.
 - iii. c. There is no significance in the use of gender-specific language.
 - iv. d. A “person” includes any entity which can sue and be sued.
 - v. e. A “person” includes any legal successor to or representative of that person.
 - vi. f. A reference to a law includes any amendment or replacement of that law.
- s. **Revision Date** These terms were last revised on **09 September 2019**.