

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to <https://ecommbook.com/> (the '**Website**'). The Website facilitates interactions between:
 - (a) Primary Registered User;
 - (b) Invited Registered Users; and
 - (c) and Authorised Third Party Users; and ('the **Users**'), making it easier and safer for users to communicate with each other (the '**Services**').
- 1.2. The Website is owned and operated by eComm Book PTY. LTD. ACN 619 283 751 ('**eCommBook**'). Access to and use of the Website, or any of its associated products or Services, is provided by eCommBook. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of its products or Services, immediately.
- 1.3. eCommBook reserves the right to review and change any of the Terms by updating this page at its sole discretion. When eCommBook updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by registering for the Services and/or making any payment as required under the Terms for use of the Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by eCommBook in the user interface.

3. The Services

- 3.1. To access the Services, the Users are required to register for an account through the Website (the '**Account**').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) an email address;
 - (b) preferred username;
 - (c) an address;
 - (d) a telephone number;
 - (e) a password;
- 3.3. You warrant that any information you give to eCommBook in the course of completing the registration process will always be accurate, correct and up to date.

- 3.4. Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms.
- 3.5. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with eCommBook; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.
- 3.6. As a Member of eCommBook you irrevocably agree to and authorise eCommBook to provide assistance to State Police, Federal Police or any other law enforcement agency ('**the Police**') in the event that eCommBook is requested by the Police to provide information about your account ('**The Assistance**') in relation to any investigation by the Police concerning alleged violence including alleged domestic violence. The assistance may include eCommBook providing any of the following to the Police:
 - (a) pdf files of the messages you have sent from your account to another member or members;
 - (b) pdf files of messages you have received to your account from another member or members;
 - (c) pdf files of your diary entries related to your account;
 - (d) data identifying the location of where and when you created messages or diary entries sent from your account;
 - (e) data identifying the location of where and when you received messages from another member or members;
 - (f) media files you have uploaded to your account; and
 - (g) any personal information you have provided to eCommBook during your registration process as set out in these terms and conditions.

4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
 - (a) you will not disclose your profile login credentials with any other person;
 - (b) you will use the Services only for purposes that are permitted by:
 - i the Terms; and
 - ii any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify eCommBook of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;

- (f) any content that you broadcast, publish, upload, transmit, post or distribute on the Website ('**Your Content**') will always be accurate, correct and up to date;
- (g) you agree not to harass, intimidate, demean, denigrate, impersonate, stalk or threaten another Member of the Website (where interaction with another Member or other Members is made available to you);
- (h) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of providing receiving the Services;
- (i) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of eCommBook;
- (j) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member pages without notice and may result in termination of the Services. Appropriate legal action will be taken by eCommBook for any illegal or unauthorised use of the Website;
- (l) you acknowledge and agree that any automated use of the Website or its Services is prohibited;
- (m) you agree not to upload explicit or offensive photos, images or other media to eCommBook;
- (n) you acknowledge and agree that you authorised to upload any media (pictures, files, recordings or documents) that you upload to your account and or send to another Member; and
- (o) you acknowledge and agree that eCommBook captures and records data that identifies your geographic location whenever you use the eCommBook platform to communicate with another Member or Members.
- (p) You acknowledge and agree not to upload any documents relating to, from or filed with the Family Court of Australia, the Federal Circuit Court or any other Court or Tribunal.

5. Using the Website as a Primary Registered User, an Invited Registered User or as an Authorised Third Party User

- 5.1. A Primary Registered User is a member who has agreed to pay for use of the Services, their Invited Registered Users' use of the Services, and their Authorised Third Party's use of the Services.
- 5.2. A Primary Registered user may invite other persons (such as your children and or your former partner) to communicate with them by using the Services – these invited persons, if they elect to accept these Terms and Conditions will become an Invited Third Party User.

- 5.3. An Invited Third Party User can upgrade their account to a Primary Registered User Account at any time.
- 5.4. Where an Invited Registered User is a person under the age of Eighteen (18) years, the Primary User warrants that they have either parental responsibility or legal guardianship to consent to the subject child's use of the Services, the Terms and eCommBook's Privacy Policy which is available on the Website.
- 5.5. If you are a Primary Registered User you may invite other persons (such as your Solicitor or a Medical Practitioner) to communicate with you and download Your Content by using the Services – these invited persons, if they elect to accept these terms and conditions, will become an Authorised Third Party User.
- 5.6. Where you have been invited to use the Services, and agree to these terms and conditions and eCommBook's Privacy Policy (which is available on the Website) your use of the services will be as either an Invited Registered User or Authorised Third Party User.
- 5.7. An Invited Registered User may upgrade their account to a Primary Registered User at any time.

6. Payment

- 6.1. By eCommBook offering the Services to a Primary User, the Primary Registered User agrees that they will pay eCommBook a Subscription fee of AUD\$6.99 per calendar month plus GST (**'the Subscription Fee'**).
- 6.2. All payments made in the course of your use of the Services are made using PayPal (**'PayPal'**). In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the PayPal terms and conditions which are available on their website.
- 6.3. In the event that the Subscription Fee is not paid as and when due or is refunded pursuant to paragraph 8 below, Primary Registered Users acknowledge and agree to receive, and also consent to all Invited Registered Users and Authorised Third Party Users associated with their account receiving, email messages advising that their account cannot be accessed and that their account will be deleted in 90 days in the event that a Primary Registered User associated with their account does not pay the Subscription Fee as and when the Subscription Fee is due.

7. Refund Policy

- 7.1. If a Primary User is unsatisfied with the Services, eCommBook will refund the Primary User's current paid month subscription fee.
- 7.2. eCommBook will only refund the Primary User's current paid month subscription fee and not prior subscription fee or fees previously paid by the user.
- 7.3. eCommBook will only issue a refund to a Primary User upon receiving the Primary User's written request to refunds@ecommbook.com.
- 7.4. In the event a Primary Registered User receives any such refund the Subscription Fee will be unpaid.

8. Copyright and Intellectual Property

- 8.1. The Website, the Services and all of the related products of eCommBook are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by eCommBook or its contributors.
- 8.2. All trademarks, service marks and trade names are owned, registered and/or licensed by eCommBook, who grants to you a worldwide, non-exclusive, royalty free, revocable license whilst you are a Member to:
- (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal end non-commercial use.
- eCommBook does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by eCommBook.
- 8.3. eCommBook retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or processes that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 8.4. You may not, without the prior written permission of eCommBook and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

9. Privacy

eCommBook takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to eCommBook's Privacy Policy, which is available on the Website.

10. General Disclaimer

- 10.1. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by Australian law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 10.2. Subject to this clause, and to the extent permitted by law;
 - (a) All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) eCommBook will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 10.3. Use of the Website and the Services is at your own risk. Everything on the Website the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of eCommBook make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of eCommBook) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (a) failure of performance, error, interruption deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records,
 - (b) the accuracy suitability or currency of any information on the Website, the Service or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of eCommBook; and
 - (d) the Services or operation in respect to links which are provided for your convenience.
- 10.4. You acknowledge that eCommBook Website and the Services are only intended to facilitate communication between the Primary User and her/his Invited Registered

Users and Authorised Third Party Users and does not offer any services other than the Services and eCommBook holds no liability to you as a result of any conduct of the Members or the misuse of Your Content by any party (including other Members).

11. Limitation of Liability

- 11.1. eCommBook's total liability arising out of or in connection with the Services or these Terms, however arising, under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you or the refund of your current month's paid subscription fee.
- 11.2. You expressly understand and agree that eCommBook, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you. This shall include, but is not limited to any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 11.3. You acknowledge and agree that eCommBook holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.

12. Termination of Contract

- 12.1. If you want to terminate the Terms, you may do so by providing eCommBook with 14 days' notice of your intention to terminate by sending notice of your intention to terminate to eCommBook via the 'Contract Us' link on our homepage.
- 12.2. eCommBook may at any time, terminate the Terms with you if:
 - (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) eCommBook is required to do so by law;
 - (c) eCommBook is transitioning to no longer providing the Services to Members in the country which you are resident or from which you use the service; or
 - (d) the provision of the Services to you by eCommBook is, in the opinion of eCommBook no longer commercially viable.
 - (e) The Primary Registered User fails to pay the Subscription Fee as and when the Subscription Fee is due.
- 12.3. Subject to local laws, eCommBook reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any of the Website of the Services without notice if you breach any provision

of the Terms or any applicable law or if your conduct impacts eCommBook's name or reputation or violates the rights of those of another party.

- 12.4. When the Terms come to an end, all the legal rights, obligations and liabilities that you and eCommBook have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.
- 12.5. When these Terms come to an end, you agree that eCommBook will only keep all information, records, posts and uploaded data (the Account Data) associated with your account and user profile for a period of not more than 90 days and after the expiry of 90 days after these terms come to an end you authorise and agree to eCommBook permanently deleting all the Data held in relation to your Account.

13. Indemnity

- 13.1. You agree to indemnify eCommBook, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) All actions, suits, claims } demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

14. Dispute Resolution

14.1. Compulsory:

If a dispute arises out of and or relates to the Terms, eCommBook's Privacy Policy and or your use of the services, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

14.2. Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

14.3. Resolution:

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Conflict Resolution Service or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation; and
- (d) The mediation will be held in Queensland, Australia.

14.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as “without prejudice” negotiations for the purpose of applicable laws of evidence.

14.5. Termination of Mediation:

If 3 Months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so

15. Venue and Jurisdiction

The Services offered by eCommBook is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia

16. Governing Law

The Terms are governed by the, law of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law

principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns

17. Independent Legal Advice

Both parties confirm and that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.