

Terms of use

1. About this website

This is a website operated by Ziglar Australia Pty Ltd (ABN 85 124 186 965) ("Website Owner ") under the domain name " <http://www.ziglar.com.au/> " (hereinafter referred to as the "website") identified by the page local to the website set up to provide access to the website (hereinafter referred to as the "Home page") addressed at <http://www.ziglar.com.au/index.htm>.

2. About these terms of use

These website terms of use (hereinafter the "terms of use") and the associated Privacy Statement govern your access to and use of the website.

You should read these terms of use carefully before using this website.

3. Your access/use implies agreement

The website is available for your use only on condition that you agree to these terms of use. By accessing/using the website, you are signifying your agreement to be bound by these terms.

4. Certain other actions imply agreement to additional terms

In addition to the terms of use, there may also be specific terms ("additional terms") which govern your use of, and access to, particular sections of the website. Since you are also bound by these additional terms, you should review them wherever they are offered to you.

Certain actions, payment or agreement on your part may mean that such services are additional to the normal terms and are subject to a separate agreement. When this happens you shall be offered additional terms through a hyperlink associated with these additional services. Since you are also bound by these additional terms, you should review them wherever they are offered to you.

5. Limited license

Ziglar Australia Pty Ltd grants you a limited, personal, non-transferable, non-sub-licensable, revocable license to:

- (a) access and use the website, content and services only; and
- (b) access and use the website, content and services in the manner presented by Ziglar Australia Pty Ltd only.

None of the content and/or information may be reverse-engineered, modified, reproduced, republished, translated into any other language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of Ziglar Australia Pty Ltd. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the content in any way, unless expressly permitted to do so by Ziglar Australia Pty Ltd.

6. Modifications to the Terms

Ziglar Australia Pty Ltd may revise and update these terms of use at any time. Your continued usage of the website after any changes to these terms of use will mean you accept those changes.

7. Modifications to the information

While Ziglar Australia Pty Ltd has made every effort to ensure that information on the website is free from error, Ziglar Australia Pty Ltd does not warrant the accuracy, adequacy or completeness of material on this website. All information may be changed, supplemented, deleted or updated without notice at the sole discretion of Ziglar Australia Pty Ltd. Ziglar Australia Pty Ltd recommends that you seek independent advice before acting upon material on this website.

8. Errors and problems

While Ziglar Australia Pty Ltd has made every effort to ensure that systems and information available on the website is and shall be free from error, Ziglar Australia Pty Ltd does not guarantee that the website will be free from viruses, or that access to the website will be uninterrupted.

9. Ziglar Australia Pty Ltd Privacy Policy

The Ziglar Australia Pty Ltd privacy policy governs the use of information collected from or provided by you at the website. A policy statement prepared by Ziglar Australia Pty Ltd for the purposes of being made available to customers and the general public declaring the company's commitment to the *Privacy Act 1988 (Cth)* (hereinafter the "Privacy Act") for a company that, while not required by law, has decided to opt in to requirements as detailed in the Privacy Act is available at http://www.ziglar.com.au/content/privacy_declaration.pdf.

With respect to any personal information (related to you or to any other person) provided by you to Ziglar Australia Pty Ltd, you represent to Ziglar Australia Pty Ltd that you consent to and have obtained all necessary consents for the processing of such personal information, including the transfer of such information to Australia to be handled by Ziglar Australia Pty Ltd in a manner as required by the Privacy Act, regardless of the privacy requirements and provisions of its state and country of origin or your or your associate's state and country of residence.

10. License and Ownership

Any and all intellectual property rights (hereinafter called "intellectual property") associated with the website and its material and contents (hereinafter called the "content") are the sole property of Ziglar Australia Pty Ltd. The copyright for the content on this website is owned or licensed by Ziglar Australia Pty Ltd and is protected by copyright and other laws in both Australia and other countries.

Except where necessary for viewing the material on this website on your browser, or as permitted under the *Copyright Act 1968 (Cth)* or other applicable laws or these terms of use, no material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of Ziglar Australia Pty Ltd.

"W-O", and all custom graphics, icons, and other items that appear on the website and all associated trademarks, are trademarks of Ziglar Australia Pty Ltd.

11. Outbound links

The website may contain links to third-party websites and resources (hereinafter referred to as "linked sites"). These linked sites are provided solely as a convenience to you and not as an endorsement by Ziglar Australia Pty Ltd of the content on such linked sites. Ziglar Australia Pty Ltd makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any linked site. Ziglar Australia Pty Ltd is not

responsible for the availability of the linked site or the content or activities of such sites. If you decide to access linked sites, you do so at your own risk. If you do decide to make use of the link you should remember that your use of the linked site is likely to be subject to terms and conditions of use similar to these, including but not limited to, the linked site's privacy policy. Ziglar Australia Pty Ltd recommends that you review such terms before using the linked site. To the fullest extent possible at law, Ziglar Australia Pty Ltd makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of third party material or products or services available through linked sites; or that third party material available from a linked site does not infringe the intellectual property rights of any person. Without impacting its ability to exclude itself from such responsibilities and warranties Ziglar Australia Pty Ltd may receive payments and/or commissions from operators of linked sites in relation to goods or services supplied by the operator as a result of you linking to the third party website from the Ziglar Australia Pty Ltd website.

12. Inbound links

Ziglar Australia Pty Ltd generally encourages and agrees to your linking to the Home page through a plain text link on your website without the need for agreement between yourself and Ziglar Australia Pty Ltd. However, linking to any other page of the website is strictly prohibited, in the absence of a separate agreement between you and Ziglar Australia Pty Ltd that clearly describes the rights and responsibilities of linking to other pages. Any website or other device that links to the Home page or any page available therein is prohibited from:

- (a) replicating content, and/or
- (b) using a browser or border environment around the content, and/or
- (c) implying in any fashion that Ziglar Australia Pty Ltd is endorsing it or its products, and/or
- (d) misrepresenting any state of facts, including its relationship with Ziglar Australia Pty Ltd, and/or
- (e) presenting false information about Ziglar Australia Pty Ltd products or services, and/or
- (f) using Ziglar Australia Pty Ltd logo(s) or trademark(s)

without express written permission from Ziglar Australia Pty Ltd.

13. Submissions

While not refusing to accept ideas from you regarding information available on the website (hereinafter called "comments") Ziglar Australia Pty Ltd does not encourage you to make such comments. If you do send such comments, you acknowledge that:

- (a) they will not be considered confidential or proprietary, and
- (b) Ziglar Australia Pty Ltd is under no obligation to keep such information confidential, and
- (c) Ziglar Australia Pty Ltd will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such comments in any manner it chooses.

14. Disclaimer of Warranties

To the fullest extent permitted by law Ziglar Australia Pty Ltd makes no representations or warranties about the accuracy, completeness, security or

timeliness of the content, information or services provided by the website and disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

15. Limitation of Liability

To the fullest extent permitted by law and to the extent that Ziglar Australia Pty Ltd is otherwise found responsible for any damages, Ziglar Australia Pty Ltd is responsible for actual damages only. In no event shall Ziglar Australia Pty Ltd, be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website.

16. Jurisdiction

Unless expressly agreed otherwise:

- (a) the Australian section is provided for use only by Australian residents. The law applicable to use of the Australian section and to disputes arising out of the Australian section is the law of the State of Queensland; and
- (b) the International Section is provided for use by residents of any country in the world, but to the fullest extent permitted by law the law applicable to use of the International Section and to disputes arising out of the International Section is the law of the State of Queensland, Australia.

17. Customer Service

Questions or comments regarding the Website may be submitted to Ziglar Australia Pty Ltd Customer Service.

Email info@ziglar.com.au or

Post Customer Service
PO Box 9481
Wynnum West
Queensland 4178

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