

ybot Website Terms of Use

1 ABOUT THESE TERMS

- 1.1 These terms were last updated on **12 October 2020**.
- 1.2 The following terms constitute an agreement between you and ybot and govern your use of the Website.
- 1.3 These terms explain your use of our Website.
- 1.4 Please read and understand these terms and conditions before you continue to use our Website.

IF YOU DO NOT AGREE TO THE TERMS OF USE SET OUT IN THIS DOCUMENT YOU MUST IMMEDIATELY CEASE USING OUR WEBSITE

- 1.5 Please note that we offer the Website “AS IS” and without warranties of any kind to the greatest extent permissible under the applicable laws, regulations or rules.
- 1.6 This contract and any supplemental terms and conditions, policies, rules and guidelines posted on the Website supersede all previous agreements between you and us relating to your use of the Website.
- 1.7 You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software in connection with our Website.

2 CHANGES TO THESE TERMS AND CONDITIONS

- 2.1 We may change these terms to add, change or discontinue any of our offerings, products or services. Please ensure that you read these terms when you return to our Website to consider whether any changes have been made.
- 2.2 If you disagree with any changes to these terms and conditions, you must discontinue your use of the Website.
- 2.3 Your continued usage of our Website after the changes take effect signifies your agreement to the new terms.

3 YOUR ACCOUNT OBLIGATIONS

- 3.1 If you open an account with our Website or submit any kind of data to or through our website, it is your responsibility to ensure that all information that you provide is accurate. You warrant that in providing such information you have the authority to provide us with that information.

4 PRIVACY POLICY

- 4.1 Our Privacy Policy explains how we collect, use and disclose Personal Information collected by our business. Your continued use of the Website will be taken as your acceptance of our Privacy Policy.

5 CONTENT YOU SUBMIT

- 5.1 If our Website permits you to make comments or submissions that may be accessed and viewed by others, please note that your submissions may be made available to the public in general. Postings are not confidential. You may not post information that violates these terms and conditions or could be reasonably interpreted to be offensive, racist, sexist or an incitement to violence.
- 5.2 You (or the author using your login details) will continue to own any copyright in any content you submit to the Website, but by submitting any content you grant ybot an irrevocable permanent worldwide and sublicensable license to use, copy, display, perform, distribute (through multiple tiers of distributors or through our related entities), adapt, translate, edit, and to promote your posts in any medium and any manner we choose, and to use your name to attribute your postings to you if we so choose.
- 5.3 You acknowledge that in making any submission of content to the Website we may create derivative works from that content and exploit the same. You hereby waive and surrender any rights you may have in any proceeds (or royalty or entitlement to payment of any kind) arising from our use or exploitation (in any form) of any content you submit to our website.
- 5.4 We have no obligation to make any submission made to our Website and we reserve the right to delete or edit any post that may be made to our Website.

6 OUR CONTENT AND LICENSE

- 6.1 All of the content available on our Website is either owned by us or is used under license and remains the property of the copyright holder. Our content is protected by copyright, trademark, patent, and trade secret laws, other proprietary rights, and international treaties, and also may contain digital security components that protect digital information.
- 6.2 In consideration for your acceptance of these terms, we grant you a limited license to use our content and access our Website during your normal use of our Website for personal, and limited commercial purposes only. You may also print, download, and store content and other information from our Website for your own convenience, but you may not distribute, republish (except as permitted in writing), sell, mine, exploit, frame or scrape any of the content on our Website, or exploit any material on our Website for commercial gain.
- 6.3 We may terminate your access or suspend access to our Website, without notice, for conduct that we believe may be in violation of any applicable law or is harmful to the interests of us, another user, service providers or other third party affiliates.

7 WE MAKE NO WARRANTIES

- 7.1 We provide our Website and the services included on our Website on an “as is” basis, with all faults which may be present and as may be available.
- 7.2 No oral or written information given by our employees, contractors, representatives, directors, servants or agents shall create any warranty or representation as to the suitability or accuracy of any part of our Website or the services included on our Website.

- 7.3 We make no express or implied warranties or guarantees about any services which may be offered on our Website from time to time including that our Website will remain online or available at any particular time.
- 7.4 To the extent permitted by law, we disclaim any implied warranties that any information or services shown on our Website are fit for a particular purpose or need or are of merchantable quality.
- 7.5 We do not warrant that any images shown on our Website accompanying services will match any service provided by our Website.
- 7.6 We do not guarantee any results that may be obtained from the use of our Website or that any part of our Website will be effective, reliable, accurate or meet your specific requirements.
- 7.7 We do not guarantee that you will be able to access or use any services we offer (either directly or through third-party networks) at times or locations of your choosing.

8 RELEASE AND LIABILITY

- 8.1 You agree to hold us, our directors, officers, employees or representatives harmless for any claim arising for damages of any kind related to your use of our Website.
- 8.2 You use the Website at your own risk. No warranty is provided by us, our directors, officers, employees or representatives that your use of the Website will be uninterrupted, free from malware or virus or error-free.
- 8.3 Your sole and exclusive remedy for any claim against us, and our whole liability to you in any circumstances is for a refund of any amount you have paid to us to the use of the Website.
- 8.4 Under no circumstances will we be liable for any loss of profits, loss of chance, loss of business opportunity, indirect, special, incidental, consequential or exemplary damages arising from your use of or inability to use our Website.
- 8.5 The applicable law in your Country, State or Territory may not permit some of the above exclusions. To the extent that any of the above exclusions are not allowed at law, they do not form part of this agreement. You should consult the laws in your Country, State or Territory to determine whether some of these exclusions do not apply to you.

9 INDEMNIFICATION

- 9.1 You agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, and suppliers, from all liabilities, claims, and expenses, including solicitor's fees that arise from your use or misuse of the Website.
- 9.2 We reserve the right to assume control of the defence of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.
- 9.3 In the event that you breach this agreement, you agree to indemnify us for any and all loss or damage suffered by us in connection with your breach, including direct and indirect losses, loss of profit, loss of chance, diminution of goodwill and legal expenses

(including court filing fees, solicitor-client legal costs and disbursements) on a full indemnity basis.

10 ELECTRONIC CONTRACTING AND NOTICES

10.1 You acknowledge that your use of the Website constitutes an electronic agreement to abide by these terms and conditions and your consent to enter into further agreements with us (including placing orders) electronically pursuant to the *Electronic Transactions Act*.

10.2 You agree that we may serve you with any notices, invoices, disclosure, court process, documents or other communications by electronic mail to any email address you provide to us unless you otherwise nominate a specific email address in writing for that purpose.

11 NO SPAM OR MISUSE

11.1 You warrant that you will abide by *SPAM Act* in your use of the site.

11.2 As a condition of your use of our Website you warrant that you will not undertake any attempt to access our website in a manner which masks your IP Address or attempt to cause our Website to operate in a way other than in our normal business operations.

11.3 You must not attempt to gain unauthorised access to the database or source code in this website, misuse the site, attempt to reverse engineer programming code, or otherwise use our Website other than as permitted in these terms.

11.4 You may not use any content on our Website for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You must not allow others to use your account to violate the terms of this section.

11.5 If you represent or are a business operating in competition with our business, you are not permitted to access, copy or use our Website.

11.6 We may terminate your access to the Website immediately and take other action, including commencing legal proceedings, if you violate these provisions.

12 LINKS TO OTHER SITES

12.1 Our Website may contain links to other websites and may contain material, material and/or content that is objectionable, unlawful, or inaccurate. These links are provided for your convenience only and we do not endorse these sites or the products and services they provide. You acknowledge and agree that we are not responsible or liable for the content or accuracy of content on any websites we may link to.

13 COPYRIGHT AND TRADEMARKS

13.1 All content and material appearing on this site, including overall look and feel (design), site design, artwork, logos, images, graphics, icons, typefaces and other material is subject to applicable copyright laws.

13.2 Any unauthorised use of the materials appearing on this site may violate copyright, trade mark and other applicable laws and could result in criminal or civil penalties.

13.3 All trademarks appearing on the Website are the property of their owner. No right, license or interest to such trademarks is granted by these terms.

13.4 Apart from any use as permitted under the *Copyright Act* 1968 and these terms, you may not, in any form or by any means adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create any kind of derivative works from any part of our Website; or commercialise any information, products or services obtained from any part of this website without our written permission.

13.5 You warrant as a condition of the use of our Website that you will not reproduce any of the content or material on our website in any way shape or form (including for sale, reverse engineering or for use by a third party) without the written permission of the owner of that content or material.

14 INTERNATIONAL USE

14.1 Accessing our Website from territories where our content is illegal is prohibited.

15 ADDITIONAL TERMS

15.1 Products or services listed on our Website may be subject to additional terms (such as terms and conditions for purchase or promotion) that will further govern your use of that particular product or service and are supplemental to these terms.

16 WHOLE AGREEMENT

16.1 These terms and conditions represent the entire agreement between you and us concerning your use of the Website. No other term is to be included or implied into this agreement other than as required by a law of the Country, Commonwealth or State where you are located.

17 SEVERABILITY

17.1 If any clause or term of this agreement is found to be illegal, void, or unenforceable in any Country, State or Territory then that clause will not apply, and shall be deemed to have never been included in the terms and conditions for that State or Territory only.

17.2 The clause will remain, if legal and enforceable, as part of the agreement applying to other Countries, States and Territories.

17.3 The exclusion of any term under this section will not affect or change the enforceability or construction of the other clause of these terms and conditions.

17.4 Where the severing of any clause causes any remaining clause to become ambiguous, then that ambiguity is to be resolved by interpreting the clause in the manner most favourable to ybot.

18 DISPUTE RESOLUTION

18.1 Any dispute or difference whatsoever arising out of or in connection with these terms and conditions shall be submitted to mediation in accordance with, and subject to, [The Resolution Institute's Mediation and Conciliation Rules](#) prior to either party taking legal action, other than action seeking urgent interlocutory relief.

19 INTERPRETATION

19.1 In these terms and conditions, unless the context otherwise requires:

- (a) headings and emphasis (such as underlining, italics or bold text) are used for convenience only and do not affect the interpretation of this document;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate or any government, governmental authority, agency or instrumentality of whatever nature or kind and however named or called and vice versa;
- (e) a reference to a document or an agreement includes an amendment or supplement to, or replacement or novation of, that document or agreement;
- (f) a reference to a party or in any other document or agreement includes that party's permitted successors and permitted assigns;
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms or any part of them; and
- (h) to the extent there is an ambiguity in the interpretation of these terms, such ambiguity is to be interpreted in the manner most favourable to us.

20 APPLICABLE LAW

20.1 The terms and conditions will be governed by the laws in the State of Delaware in the United States of America and the parties agree to the non-exclusive jurisdiction of the courts of the State of Delaware in the United States of America to determine any dispute which arises in connection with these terms.

21 DEFINITIONS USED IN THESE TERMS

"Personal Information"	has the meaning set out in the Privacy Act.
"ybot" "we" "our", "us"	and similar terms means ybot International, Inc.
"Privacy Act"	means the <i>Privacy Act</i> 1988 (Cth) as amended from time to time.
"You", "your"	and similar terms means, as the context requires: <ul style="list-style-type: none">(a) You, during your usage of our Website; and/or(b) You, during your dealings with us as a customer; and/or(c) Any agent dealing with us on your behalf.
"Website"	means www.ybot.ai and other websites that we may operate from time to time.

