

## **A. Acceptance of terms**

Thank you for using Still Serving. These Terms of Service (the "Terms") are intended to make you are aware of your legal rights and responsibilities with respect to your access to and use of the Still Serving website at [www.stillserving.com.au](http://www.stillserving.com.au) (the "Site") and any related mobile or software applications ("Still Serving Platform") including but not limited to delivery of information, including but via social media platforms such as but not limited to Instagram, Facebook and Twitter, whether existing now or in the future that link to the Terms (collectively, the "Services").

These Terms are effective for all existing and future Still Serving users, including but without limitation to users having completed the 'register' or 'register your business' page.

If you interact with third-parties features on our Services, such as but not limited to, those provided by social media companies like Facebook and Instagram, your interactions with such companies are governed by their terms. Still Serving encourages you to consult directly with third-parties about their individuals terms.

Please read these Terms carefully. By accessing or using the Still Serving Platform, you are agreeing to these Terms and concluding a legally binding contract with Imagine Nation Pty Ltd and/or its affiliates (hereinafter collectively referred to as "Still Serving," the "Company," "we," "us," and "our,"). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Still Serving Platform is at your own risk including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- a. Clicking to accept or agree to the Terms, where it is made available to you by Still Serving in the user interface for any particular Service; or
- b. Actually using the Services. In this case, you understand and agree that Still Serving will treat your use of the Services as acceptance of the Terms from that point onwards.

## **B. Definitions**

### **User**

"User" or "You" or "Your" refers to you, as a user of the Services. A user is someone who accesses or uses the Services for the purpose of sharing, displaying, hosting, publishing, transacting, or uploading information or views or pictures and includes other persons jointly participating in using the Services including without limitation a user having completed the 'register' or 'register your business' page.

## **Content**

"Content" will include (but is not limited to) reviews, images, photos, audio, video, location data, nearby places, and all other forms of information or data. "Your content" or "User Content" means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, profile information, and any other materials that you publicly display or displayed when completing the 'register' or 'register your business' page. "Still Serving Content" means content that Still Serving creates and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate ratings, reports and other usage-related data in connection with activities associated with the Services and all other elements and components of the Services excluding Your Content and Third Party Content. "Third Party Content" means content that comes from parties other than Still Serving or its users and is available on the Services.

## **Business(s)**

"Business" means the businesses listed on Still Serving and any related mobile or software applications of Still Serving.

## **C. Eligibility to use the services**

- a. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the Terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
- b. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Services. You agree to use the Services only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

## **D. Changes to the terms**

Still Serving may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from

time to time and ensure continued compliance with these Terms. Your use of Still Serving Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed terms and you also agree to be bound by such changed/amended Terms.

## **E. Translation of the terms**

Still Serving may provide a translation of the English version of the Terms into other languages. You understand and agree that any translation of the Terms into other languages is only for your convenience and that the English version shall govern the terms of your relationship with Still Serving. Furthermore, if there are any inconsistencies between the English version of the Terms and its translated version, the English version of the Terms shall prevail over others.

## **F. Provision of the services offered**

- a. Still Serving is constantly evolving in order to provide the best possible experience and information to its users. You acknowledge and agree that the form and nature of the Services which Still Serving provides, may require effecting certain changes in it, therefore, Still Serving reserves the right to suspend/cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the site without any prior notice.
- b. You acknowledge and agree that if Still Serving cancels your access to the Services, you may be prevented from accessing any files or other content, which is contained in the Still Serving Platform.
- c. By using Still Serving's Services you agree to the following disclaimers:
  - i. The Content on these Services is for informational purposes only. Still Serving disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Still Serving reserves the right to make changes and corrections to any part of the Content on these Services at any time without prior notice. Still Serving does not guarantee quality of the Goods, the prices listed in menus or the availability of all menu items at any restaurant. Unless stated otherwise, all pictures and information contained on these Services are believed to be owned by or licensed to Still Serving. Please email a takedown request (by using the "Contact Us" link on the home page) if you are the copyright owner of any Content on these Services and you think the use of such material violates Your copyright in any way. Please indicate the exact URL of the webpage in your request. All images shown on the Still Serving Platform have

been digitized by Still Serving. No other party is authorized to reproduce or republish these digital versions in any format whatsoever without the prior written permission of Still Serving.

- ii. Any certification, licenses or permits ("Certification") or information in regard to such Certification that may be displayed on the Businesses listing page on the Platform is for informational purposes only. Such Certification is displayed by Still Serving on an 'as available' basis that is provided to Still Serving by the Business partner(s). Still Serving does not make any warranties about the validity, authenticity, reliability and accuracy of such Certification or any information displayed in this regard. Any reliance by a user upon the Certification or information thereto shall be strictly at such user's own risk and Still Serving in no manner shall assume any liability whatsoever for any losses or damages in connection with the use of this information or for any inaccuracy, invalidity or discrepancy in the Certification or non-compliance of any applicable local laws or regulations by the Business partner.
- d. Still Serving reserves the right to charge subscription and/or membership fees from a user, by giving reasonable prior notice, in respect of any product, service or any other aspect of the Still Serving Platform anytime in future.
- e. Still Serving may from time to time introduce referral and/or incentive based programs for its users (Program). These Program(s) maybe governed by their respective terms. By participating in the Program, Users are bound by the Program terms as well as the Still Serving Platform terms. Further, Still Serving reserves the right to terminate / suspend the User's participation in the Program if Still Serving determines in its sole discretion that the User has violated the rules of the Program and/or has been involved in activities that are in contravention of the Program terms and/or Still Serving Terms or has engaged in activities which are fraudulent / unlawful in nature. Furthermore, Still Serving reserves the right to modify, cancel and discontinue its Program without notice to the User.

## **G. Use of services by you or user**

- a. You agree to 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.
- b. You agree to use the data owned by Still Serving (as available on the Services or through any other means like API etc.) only for personal use/purposes and not for any commercial use unless agreed to by/with Still Serving in writing.
- c. You agree not to access (or attempt to access) any of the Services by any means other than the interface that is provided by Still Serving, unless you have been specifically allowed to do so, by way of a separate agreement with Still Serving. You

specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

- d. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). You shall not delete or revise any material or information posted by any other User(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

## H. Content

### 1. Ownership and Proprietary Rights

- a. Still Serving are the sole and exclusive copyright owners of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Services and Still Serving Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Services may contain information which is designated as confidential by Still Serving and that you shall not disclose such information without Still Serving's prior written consent.
- b. You agree to protect Still Serving's proprietary rights and the proprietary rights of all others having rights in the Services during and after the term of this agreement and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Services. You acknowledge and agree that Still Serving (or Still Serving's licensors) own all legal right, title and interest in and to the Services, including any IP Rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated as confidential by Still Serving and that you shall not disclose such information without Still Serving's prior written consent. Unless you have agreed otherwise in writing with Still Serving, nothing in the Terms gives you a right to use any of Still Serving's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

- c. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Still Serving; or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, colour, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of the Still Serving's Content in whole or in part except as expressly authorized by Still Serving.
- d. To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law rights by following the instructions contained below in the 'Notice of copyright infringement and grievance redressal mechanism' section.

## **2. Your License to Still Serving Content**

- a. We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms. You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Services solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of Still Serving Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, Still Serving Content or our IP Rights.
- b. Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Services, as well as potential liability for copyright and other IP Rights infringement depending on the circumstances.

## **3. Still Serving License to Your or User Content**

By submitting Your Content you hereby irrevocably grant Still Serving a perpetual, irrevocable, world-wide, non-exclusive, fully paid and royalty-free, assignable, sub-licensable and transferable license and right to use Your Content (including content shared by any user having completed the 'register' or 'register your business' page) and

all IP Rights therein for any purpose including API partnerships with third parties and in any media existing now or in future. By "use" we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, analyse, promote, commercialize, create derivative works, and in the case of third party services, allow their users and others to do the same. You grant us the right to use the name or username that you submit in connection with Your Content. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content brought against Still Serving or its Users, any third party services and their users.

#### **4. Representations Regarding Your or User Content**

- a. You are responsible for Your Content. You represent and warrant that you are the sole author of, own, or otherwise control all of the rights of Your Content or have been granted explicit permission from the rights holder to submit Your Content; Your Content was not copied from or based in whole or in part on any other content, work, or website; Your Content was not submitted via the use of any automated process such as a script bot; use of Your Content by us, third party services, and our and any third party users will not violate or infringe any rights of yours or any third party; Your Content is truthful and accurate; and Your Content does not violate the Still Serving Guidelines and Policies or any applicable laws.
- b. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove Content, we do not control actions or Content posted by our users and do not guarantee the accuracy, integrity or quality of any Content. You acknowledge and agree that Content posted by users and any and all liability arising from such Content is the sole responsibility of the user who posted the content, or provided the content for posting, and not Still Serving.

#### **5. Content Removal**

We reserve the right, at any time and without prior notice, to remove, block, or disable access to any Content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the Services or our users in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of Your Content to you under any circumstances. Further, the Business reserves the right to delete, or request the deletion of, any images and pictures forming part of User Content, from such Businesses listing page at its sole discretion.

#### **6. Third-Party Content and Links**

- a. Some of the content available through the Services may include or link to materials that belong to third parties, such as third party reservation services or online food delivery/ordering. Please note that your use of such third party services will be governed by the terms of service and privacy policy applicable to the corresponding third party. We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources.
- b. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services. We do not screen or investigate third party material before or after including it on our Services.
- c. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates. You acknowledge and agree that Still Serving is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- d. Third party content, including content posted by our users, does not reflect the views of Still Serving, or that of its parent, subsidiary, affiliate companies, branches, employees, officers, directors, agents, licensors or shareholders (collectively "Still Serving Parties"). In addition, none of the content available through the Services is endorsed or certified by the providers or licensors of such third party content. We assume no responsibility or liability for any of Your Content or any third party content.
- e. You further acknowledge and agree that Still Serving is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

## 7. User Reviews

Still Serving is a neutral platform which;

- a. Solely provides a means of communication between businesses and other users. Any review, rating or posting of opinion by users, do not reflect the opinion of Still Serving. The advertisements published on the Still Serving Platform are independent



of any reviews, rating or posting of opinion (collectively ‘Review’) received by such advertisers.

- b. Does not arbitrate disputes, however in case if someone writes a Review that the business does not consider to be true, the best option for the business representative would be to contact the relevant user or post a public response in order to clear up any misunderstandings. If the Business believes that any particular user's Review violates any of the Still Serving policies, the business may write to us and bring such violation to our attention. Still Serving may remove the Review in its sole discretion if the Review is in violation of the Terms, or content guidelines and policies or otherwise harmful to the Services

## **I. Content guidelines and privacy policy**

### **1. Content Guidelines**

You represent that you have read, understood and agreed to the Still Serving Guidelines and Polices related to Content

### **2. Privacy Policy**

You represent that you have read understood and agreed to our Privacy Policy. Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to;

- a. Take action regarding suspected illegal activities;
- b. Enforce or apply our Terms and Privacy Policy;
- c. Comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or
- d. Protect our rights, reputation, and property, or that of our users, affiliates, or the general public

## **J. Restrictions on use**

- a. Without limiting the generality of these Terms, in using the Services, you specifically agree not to post or transmit any content (including Review) or engage in any activity that, in our sole discretion:
  - I. Violate our Guidelines and Polices;
  - II. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;

- III. Constitutes an inauthentic or knowingly erroneous Review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing.
- IV. Contains material that violates the standards of good taste or the standards of the Services;
- V. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- VI. Accuses others of illegal activity, or describes physical confrontations;
- VII. Alleges any matter related to health code violations requiring healthcare department reporting. Refer to our Guidelines and Policies for more details about health code violations.
- VIII. Is illegal, or violates any federal, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law);
- IX. Attempts to impersonate another person or entity;
- X. Disguises or attempts to disguise the origin of Your Content, including but not limited to by:
  - a) submitting Your Content under a false name or false pretences; or
  - b) disguising or attempting to disguise the IP address from which Your Content is submitted;
- XI. Constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;
- XII. Is commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;
- XIII. Asserts or implies that Your Content is in any way sponsored or endorsed by us;
- XIV. Contains material that is not in English or, in the case of products or services provided in foreign languages, the language relevant to such products or services;
- XV. Falsely states, misrepresents, or conceals your affiliation with another person or entity;
- XVI. Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;
- XVII. Interferes with, disrupts, or destroys the functionality or use of any features of the Services or the servers or networks connected to the Services;
- XVIII. "Hacks" or accesses without permission our proprietary or confidential records, records of another user, or those of anyone else;

- XIX. Violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);
  - XX. Decompiles, reverse engineers, disassembles or otherwise attempts to derive source code from the Services;
  - XXI. Removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of, the Services;
  - XXII. Violates the restrictions in any robot exclusion headers on the Services, if any, or bypasses or circumvents other measures employed to prevent or limit access to the Services;
  - XXIII. Collects, accesses, or stores personal information about other users of the Services;
  - XXIV. Is posted by a bot;
  - XXV. Harms minors in any way;
  - XXVI. Threatens the unity, integrity, defence, security or sovereignty of Australia or of the country of use, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
  - XXVII. Modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Services or Our Content; or
  - XXVIII. Attempts to do any of the foregoing.
- b. You acknowledge that Still Serving has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body
- c. You hereby agree and assure Still Serving that the Still Serving Platform/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, Federal State or local government or international law(s). You shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam mail, chain letters or any other form of solicitation, encumber or suffer to exist any lien or security interest on the subject matter of these Terms or to make any representation or warranty on behalf of Still Serving in any form or manner whatsoever.

- d. Any Content provided by you to Still Serving, shall be subject to relevant laws of Australia and of the country of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these Terms, or the Privacy Policy of the Still Serving Platform, Still Serving shall have the right to immediately block your access and usage of the Still Serving Platform and Still Serving shall have the right to remove any non-compliant content and or comment forthwith, provided by you and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

## K. User feedback

- a. If you share or send any ideas, suggestions, changes or documents regarding Still Serving's existing business ("Feedback"), you agree that;
  - I. Your Feedback does not contain the confidential, secretive or proprietary information of third parties;
  - II. Still Serving is under no obligation of confidentiality with respect to such Feedback, and shall be free to use the Feedback on an unrestricted basis;
  - III. Still Serving may have already received similar Feedback from some other user or it may be under consideration or in development, and
  - IV. By providing the Feedback, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the Feedback, and you irrevocably waive, against Still Serving and its users any claims/assertions, whatsoever of any nature, with regard to such Feedback.
- b. Please provide only specific Feedback on Still Serving's existing products or marketing strategies; do not include any ideas that Still Serving's policy will not permit it to accept or consider.
- c. Notwithstanding the abovementioned clause, Still Serving or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to Still Serving or any of its employees.
- d. The purpose of this policy is to avoid potential misunderstandings or disputes when Still Serving's products or marketing strategies might seem similar to ideas submitted to Still Serving. If, despite our request to not send us your ideas, you still submit them, then regardless of what your letter says, the following terms shall apply to your Submissions.
- e. Terms of Idea Submission. You agree that:

- I. Your Submissions and their Contents will automatically become the property of Still Serving, without any compensation to you;
- II. Still Serving may use or redistribute the Submissions and their contents for any purpose and in any way;
- III. There is no obligation for Still Serving to review the Submission; and
- IV. There is no obligation to keep any Submissions confidential.

## **L. Advertising**

- a. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by Still Serving on the Services are subject to change without specific notice to you. In consideration for Still Serving granting you access to and use of the Services, you agree that Still Serving may place such advertising on the Services.
- b. Part of the site may contain advertising information or promotional material or other material submitted to Still Serving by third parties or Users. Responsibility for ensuring that material submitted for inclusion on the Still Serving Platform, or mobile apps complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Still Serving found on or through the Still Serving Platform and or mobile apps, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely between you and such advertiser. Still Serving will not be responsible or liable for any error or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or as a result of the presence of such other advertiser(s) on the Still Serving Platform and mobile application.

## **M. Disclaimer of warranties, limitation of liability, and Indemnification**

### **1. Disclaimer of Warranties**

- a. You acknowledge and agree that the Services are provided “as is” and “as available” and that your use of the Services shall be at your sole risk. To the fullest extent permitted by applicable law, the Still Serving Parties disclaim all warranties, express or implied, in connection with the Services including mobile apps and your use of them.

- b. To the fullest extent permitted by applicable law, the Still Serving Parties make no warranties or representations that the Services have been and will be provided with due skill, care and diligence or about the accuracy or completeness of the Services Content and assume no responsibility for any:
  - I. Errors, mistakes or inaccuracies of Content;
  - II. Personal injury or property damage of any nature whatsoever resulting from your access to and use of the Services;
  - III. Any unauthorised access to or use of our Services and/or any and all personal information stored therein;
  - IV. Any interruption or cessation of transmission to or from the Services;
  - V. Any bugs, viruses, trojan horses or the like, or the like which may be transmitted to or through the Services through the actions of any third party;
  - VI. Any loss of your data or content from the Services and/or
  - VII. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Services.
- c. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- d. The Still Serving Parties will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. You are solely responsible for all of your communications and interactions with other Users of the Services and with other persons with whom you communicate or interact as a result of your use of the Services.
- e. No advice or information, wether oral or written, obtained by you from Still Serving or through or from the Services shall create any warranty not expressly stated in the Terms.
- f. Unless you have been expressly authorised to do so in writing by Still Serving, you agree that it using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logo's.

## **2. Limitation of Liability**

- a. To the fullest extent permitted by applicable law, in no event shall the Still Serving Parties be liable to you for any damages resulting from any;
  - I. Errors, mistakes or inaccuracies of Content;
  - II. Personal injury or property damage of any nature whatsoever resulting from your access to and use of the Services;

- III. Any unauthorised access to or use of our Services and/or any and all personal information stored therein;
  - IV. Any interruption or cessation of transmission to or from the Services;
  - V. Any bugs, viruses, trojan horses or the like, or the like which may be transmitted to or through the Services through the actions of any third party;
  - VI. Any loss of your data or content from the Services and/or
  - VII. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Still Serving Parties are advised of the possibility of such damages.
  - VIII. The disclosure of information pursuant to these Terms or our Privacy Policy.
  - IX. Loss or damage which may be incurred by you, including but not limited to loss or damage as a result of reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services; and/or
  - X. Delay or failure in performance resulting from causes beyond Still Serving's reasonable control.
- b. In no event shall the Still Serving Parties be liable to you for any indirect, incidental, special, punitive exemplary or consequential damages whatsoever, however caused and under any theory of liability, including but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute good or services, or other intangible loss.

### 3. Indemnification

- a. You agree to indemnify, defend, and hold harmless the Still Serving Parties from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:
- I. Your Content;
  - II. Your unauthorized use of the Services, or products or services included or advertised in the Services;
  - III. Your access to and use of the Services;
  - IV. Your violation of any rights of another party; or
  - V. Your breach of these Terms, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party.

- b. We retain the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **N. Termination of access to the services**

- a. You can delete your registration at any time by contacting us via the "Contact Us" link on the Still Serving website.
- b. We may terminate your use of the Services and deny you access to the Services in our sole discretion for any reason or no reason, including your;
  - i. Violation of these Terms; and/or
  - ii. Lack of use of the Services.
- c. You agree that any termination of your access to the Services may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Services. If you use the Services in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Services

## **O. General terms**

### **1. Interpretation**

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

### **2. Entire Agreement and Waiver**

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

### **3. Severability**



If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

#### **4. Partnership or Agency**

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Still Serving and you shall have no authority to bind Still Serving in any form or manner, whatsoever.

#### **5. Governing Law/Waiver**

- a. These Terms shall be governed by the laws of Australia. The Courts of law at Melbourne, Victoria shall have exclusive jurisdiction over any disputes arising under this agreement.
- b. For all Users, you must commence any legal action against us within one (1) year after the alleged harm initially occurs. Failure to commence the action within that period shall forever bar any claims or causes of action regarding the same facts or occurrence, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or any related right shall not constitute a waiver of that right or provision.

#### **6. Carrier Rates may Apply**

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

#### **7. Linking and Framing**

You may not frame the Services. You may link to the Services, provided that you acknowledge and agree that you will not link the Services to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Services effective immediately.

## **P. Notice of copyright infringement and grievance redressal mechanism**

Still Serving shall not be liable for any infringement of copyright arising out of materials posted on or transmitted through the Still Serving Platform, or items advertised on the

Still Serving Platform, by end users or any other third parties. We respect the intellectual property rights of others and require those that use the Services to do the same. We may, in appropriate circumstances and at our discretion, remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity. In the event that any users of the Services repeatedly infringe on others' copyrights, we may in our sole discretion terminate those individuals' rights to use the Services. If you believe that your copyright has been or is being infringed upon by material found in the Services, you are required to follow the below procedure to file a notification:

- a. Identify in writing the copyrighted material that you claim has been infringed upon;
- b. Identify in writing the material on the Services that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the user name of the alleged infringer and the business listing it is posted under);
- c. Include the following statement: "I have a good faith belief that the use of the content on the Services as described above is not authorized by the copyright owner, its agent, or law";
- d. Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorized to act on the copyright owner's behalf";
- e. Provide your contact information including your address, telephone number, and e-mail address (if available);
- f. Provide your physical or electronic signature;

Send the written communication to:

Grievance Redressal Officer  
Imagine Nation Pty Ltd  
27 Baker Street  
Wangaratta, VIC, 3676  
Australia  
Email address: [stillservingdarebin@gmail.com](mailto:stillservingdarebin@gmail.com)

You may be subject to liability if you knowingly make any misrepresentations on a takedown notice.