

## **Mobile ID Lab WEBSITE TERMS OF USE**

### **1. INTRODUCTION**

- 1.1. Welcome to the Mobile ID Lab website located at [www.mobileidlab.com.au](http://www.mobileidlab.com.au) ("Site").
- 1.2. The Site is owned and operated by Cardserv ID Pty Limited T/A Mobile ID Lab (A.B.N. 56 630 933 701) ("**Mobile ID Lab**", "**We**", "**Our**" and "**Us**").
- 1.3. By accessing or using the Site you become a user of the Site ("**User**").
- 1.4. As a User of the Site you agree that you have read and understood these Terms & Conditions and you agree to be bound by these Terms & Conditions ("**Agreement**").
- 1.5. Mobile ID Lab reserves the right to alter, modify, add to, or change in any way, any provision of these Terms & Conditions and may, in its absolute discretion, limit or expand the services available via the Site without giving prior notice to the Users.

### **2. PROPRIETARY RIGHTS IN THE SITE**

- 2.1. All materials on the Site including, but not limited to, underlying software, code, design, text, graphics, video footage, sound recordings, musical works and other files are owned by, or licensed to Mobile ID Lab ("**Mobile ID Lab** Materials"). All rights are reserved.
- 2.2. No User shall be entitled to modify, copy, distribute, frame, reproduce, republish, download, display, post, transmit, or sell any Mobile ID Lab Materials, in whole or in part, without the prior written consent of Mobile ID Lab.
- 2.3. All Trade Marks, logos, trade dress and service marks on the Site are either unregistered Trade Marks or registered Trade Marks owned by Mobile ID Lab, or owned by third parties that have authorised such use and may not be copied, imitated, or used, in whole or in part, without the prior written consent of Mobile ID Lab or the relevant owner.

### **3. NO WARRANTIES**

- 3.1. The Site is provided on an "as is" basis and without representations or warranties of any kind to the User, whether express or implied, including without limitation as to the quality and/or fitness of the Site for a particular use; and/or that access to, or use of the Site will be uninterrupted and error-free; and/or that the Site be secure and/or free of viruses or other harmful material or elements; and/or that any of the information on the Site will be correct, accurate, timely or complete.
- 3.2. The Site may include technical inaccuracies or typographical or other types of errors. Mobile ID Lab has the right to make changes, modifications and updates to any materials contained on the Site in its sole discretion and without prior notice.

### **4. PRIVACY**

- 4.1. These Terms and Conditions incorporate and are to be read in conjunction with the Mobile ID Lab Privacy Policy.
- 4.2. If you have any questions about Mobile ID Lab's Privacy Policy, please contact us at: [admin@mobileidlab.com.au](mailto:admin@mobileidlab.com.au)

### **5. LINKS TO EXTERNAL WEBSITES**

- 5.1. Through this Site the User may be able to link to other third-party websites which are not under the control of Mobile ID Lab. Mobile ID Lab has no control over the nature, content and availability of those external websites. The inclusion of any links on the Site does not imply a recommendation or endorsement of the goods and services, or opinions contained within any third-party websites.

### **6. DISCLAIMER**

- 6.1. Subject to the provisions of the Competition and Consumer Act 2010 (Cth) (Consumer Act), Mobile ID Lab disclaims all liability and makes no guarantees, representations or warranties in respect of the information and Mobile ID Lab Materials on the Site.
- 6.2. For the avoidance of doubt, Mobile ID Lab is in no way responsible for;
  - (a) the conduct and behaviour of any User, whether on the Site or otherwise;
  - (b) any incorrect or inaccurate content on the Site; or
  - (c) the consequences of any malfunction of any equipment or programming associated with the operation of the Site.
- 6.3. There may be times when the Site is temporarily unavailable to the User due to maintenance or any to other reason beyond the control of Mobile ID Lab. In the event that the Site is unavailable Mobile ID Lab is in no way responsible for any loss or damage suffered by any User resulting from such unavailability.

6.4. Under no circumstances will Mobile ID Lab be responsible for any loss or damage, including, but not limited to, personal injury or death, resulting from the User's use of the Site, or any interactions between Users, whether occurring on the Site or otherwise.

#### **7. USER WARRANTIES**

7.1. THE USER WARRANTS THE FOLLOWING:

(a) THAT MOBILE ID LAB SHALL NOT BE IN ANY WAY LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR LOSS OF MONEY, GOODWILL, REPUTATION OR DATA ARISING FROM THE USER'S USE OF THE SITE; AND

(b) THAT THE USER WILL NOT HOLD MOBILE ID LAB RESPONSIBLE FOR OTHER USERS' ACTS OR OMISSIONS.

8.2 THE USER AGREES THAT MOBILE ID LAB HAS NO CONTROL OVER, AND DOES NOT GUARANTEE, AND DISCLAIMS ANY AND ALL LIABILITY FOR THE QUALITY OF THE COMMUNICATIONS, MOBILE ID LAB MATERIALS, AND THE ACCURACY OF INFORMATION CONTAINED ON THE SITE.

#### **8. INDEMNITY**

8.1. The User indemnifies Mobile ID Lab, and holds its officers, directors, employees and licensors harmless from any and all claims, demands and damages (including but not limited to legal fees) made by a third party due, to or arising from, or related to the User's breach of these Terms & Conditions, violation of any laws or regulations, or third-party rights, or arising from the User's acts or omissions.

8.2. The User indemnifies Mobile ID Lab, and holds its officers, directors, employees and licensors harmless from any and all claims, demands and damages (including but not limited to legal fees) made by a third party in the event that any content or information contained on the Site is incorrect or in any way misleading.

8.3. Should Mobile ID Lab in its sole discretion, determine that any party has breached these Terms & Conditions, then nothing herein shall prevent or in any way restrict its right to pursue any of its legal and/or other remedies, including, without limitation, court action.

#### **9. ASSIGNMENT**

9.1. The User acknowledges that this Agreement is personal to it and cannot be assigned, transferred, sold or otherwise disposed of. Mobile ID Lab reserves its right to assign the provisions of these this Agreement at any time.

#### **10. GOVERNING LAW AND JURISDICTION**

10.1. These Terms & Conditions and the access and use of the Site shall be governed by and construed in accordance with the laws of New South Wales, Australia. By accessing and using the Site, the User accepts that any dispute under these Terms & Conditions or arising out of access and/or use of the Site shall be subject to the exclusive jurisdiction of the New South Wales Courts in Australia and by accessing and/or using the Site, Users hereby submit to the jurisdiction of such courts for such purposes.

10.2. Users are solely responsible for compliance with any applicable laws of the country from which they access this Site.