

These terms and conditions are the contract between you and www.qwikgame.org ("us", "we", etc). By visiting or using Our Website, you agree to be bound by them.

www.qwikgame.org is a trade name of Qwikgame Incorporated No. A0110627Z, whose registered office is at 261 Gibbs lane, Moyhu, 3732, Australia.

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. Please ask someone over 18 to buy Service on your behalf. Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website and stop using the site or the Services immediately.

**These are the agreed terms**

**1. Definitions**

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

"Content" means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.

"www.qwikgame.org Membership" means any service we provide, whether through Our Website or otherwise. It includes the membership service we provide as set out on Our Website and in this contract.

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

"Services" means all of the services available from Our Website, whether free or charged.

"Our Website" means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.

## **2. Our contract**

- 2.1 These terms and conditions regulate the business relationship between you and us. By securing www.qwikgame.org Membership or using Our Website free of charge, you agree to be bound by them.
- 2.2 We do not offer the Services in all countries. We may refuse to provide the Services if you live in a country we do not serve.
- 2.3 In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 2.4 Subject to these terms and conditions, we agree to provide to you some or all of the Services described on Our Website.
- 2.5 Our contract with you and licence to you last for one month from the date of start. Any continuation by us or by you after the expiry of one month is a new contract under the terms then posted on Our Website. Your continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.
- 2.6 The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want.
- 2.7 We may change this agreement in any way at any time. The version applicable to your contract is the version which was posted on Our Website at the time that the contract was made.

## **3 Your account and personal information**

- 3.1 When you visit Our Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 3.3 You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

## **4. www.qwikgame.org Membership**

- 4.1 Our basic Service is free of charge. You may use it subject to your compliance with the terms of this agreement.

- 4.2 Details of the cost and benefits of www.qwikgame.org Membership are as set out on Our Website. You may subscribe to www.qwikgame.org Membership Services at any time.
- 4.3 You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to provide the www.qwikgame.org Membership Services.
- 4.4 Apart from your cancellation right, termination of www.qwikgame.org Membership will be regulated by this contract set out in paragraph 12 below.
- 4.5 You may not transfer your www.qwikgame.org Membership to any other person.
- 4.6 We reserve the right to modify the www.qwikgame.org Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the www.qwikgame.org Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those posted here on Our Website on the day you join as a member.

## **5. Prices**

- 5.1 All www.qwikgame.org Membership and Services are currently provided free of charge.

## **6. Restrictions on what you may Post to Our Website**

- 6.1 We may, at our discretion, read, assess, review or moderate any Content Posted on Our Website. If we do, we need not to notify you or give you a reason.
- 6.2 You agree that you will not use or allow anyone else to use Our Website to Post a Content which is or may:
  - 6.2.1 be malicious or defamatory;
  - 6.2.2 consist in commercial audio, video or music files;
  - 6.2.3 be obscene, offensive, threatening or violent;
  - 6.2.4 be sexually explicit or pornographic;
  - 6.2.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
  - 6.2.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
  - 6.2.7 solicit passwords or personal information from anyone;
  - 6.2.8 be used to sell any goods or services or for any other commercial use;

- 6.2.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 6.2.10 link to any of the material specified above, in this paragraph.
- 6.2.11 Post excessive or repeated off-topic messages to any forum or group;
- 6.2.12 sending age-inappropriate communications or Content to anyone under the age of 18.

## **7. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 7.1 hyperlinks, other than those specifically authorized by us;
- 7.2 keywords or words repeated, which are irrelevant to the Content Posted.
- 7.3 the logo or trademark of any organisation other than that of you or your client.
- 7.4 inaccurate, false, or misleading information.

## **8. How we handle your Content**

- 8.1 Our privacy policy is strong and precise. It complies fully with current law.
- 8.2 www.qwikgame.org will aggregate the information that Members post to estimate the game skill and reputation of other Members; including you. These estimates are made available between Members. This information is retained, in anonymous form, even if you choose to stop using www.qwikgame.org Services.
- 8.3 If you Post Content to any public area of Our Website it becomes available in the public domains. We have no control who sees it or what anyone does with it. You should therefore avoid Posting unnecessary confidential information.
- 8.4 Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 8.5 You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 8.6 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 8.7 Please notify us of any security breach or unauthorised use of your account.

## **9. Removal of offensive Content**

- 9.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 9.2 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 9.3 If you are offended by any Content, the following procedure applies:
  - 9.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email;
  - 9.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 9.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
  - 9.3.4 we may re-instate the Content about which you have complained or not.
- 9.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 9.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **10. Security of Our Website**

If you violate Our Website, we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 10.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 10.2 link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 10.3 download any part of Our Website, without our express written consent;
- 10.4 collect or use any product listings, descriptions, or prices;
- 10.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 10.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 10.7 share with a third party any login credentials to Our Website.
- 10.8 Despite the above terms, we now grant a licence to you to:

- 10.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
- 10.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

## **11. Disclaimers**

- 11.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 11.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 11.3 The [www.qwikgame.org](http://www.qwikgame.org) Website and [www.qwikgame.org](http://www.qwikgame.org) Services are provided "as is". We make no representation or warranty that the Services will be:
  - 11.3.1 useful to you;
  - 11.3.2 of satisfactory quality;
  - 11.3.3 fit for a particular purpose;
  - 11.3.4 available or accessible, without interruption, or without error;
- 11.4 Neither use of the Services nor the exercise of any right granted under this agreement will infringe any other intellectual property or other rights of any other person.
- 11.5 Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 11.6 We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
- 11.7 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website or receive directly from a third party as a result of an introduction via Our Website.

## **12. Duration and termination**

- 12.1 This agreement shall operate for the period for which you have subscribed to www.qwikgame.org Membership Service.
- 12.2 You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement by completing the form on the website and submitting it. We reserve the right to check the validity of any request to terminate membership
- 12.3 We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by email.
- 12.4 Termination by either party shall have the following effects:
  - 12.4.1 your right to use the Services immediately ceases;
  - 12.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party.
- 12.5 We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

## **13. Storage of data**

- 13.1 We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 13.2 We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 13.3 You accept that we cannot be liable to you for any such deletion or failure to deliver to you.

## **14. Interruption to Services**

- 14.1 If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 14.2 You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 14.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

## **15. Limitation of liability**

- 15.1 Our total liability to you, for any one event or series of related events, and whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be \$100 in aggregate.

- 15.2 Neither party shall be liable to the other in any possible way, for any loss or expense which is:
  - 15.2.1 indirect or consequential loss; or
  - 15.2.2 economic loss or other loss of turnover, profits, business or goodwill.
- 15.3 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

## **16. Indemnity**

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 16.1 any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 16.2 your breach of this agreement;
- 16.3 your failure to comply with any law;
- 16.4 a contractual claim arising from your use of the Services.

## **17. Miscellaneous matters**

- 17.1 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 17.2 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 17.3 If you are in breach of any term of this agreement, we may:
  - 17.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication;
  - 17.3.2 terminate your account and refuse access to Our Website;
  - 17.3.3 remove or edit Content, or cancel any order at our discretion;
  - 17.3.4 issue a claim in any court.
- 17.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 17.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

17.6 Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;  
if sent by post to the correct address: within 72 hours of posting;  
If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

17.7 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

17.8 This agreement does not give any right to any third party.

17.9 Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control.

17.10 The validity, construction and performance of this agreement shall be governed by the laws of the State of Victoria.