

Website Terms and Conditions

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Thank you for visiting our website. This website is owned and operated by LAVO Renewables Pty Ltd ACN: 680 792 312. By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy and additional terms and conditions which may apply to specific services or interactions with this website, which are incorporated by this reference into these terms (collectively the **Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means LAVO Renewables Pty Ltd and our related bodies corporate.

1 Account or User Registration

You may need to be a registered account holder and or user to access certain of our services.

When you register and activate an account or a user, you will provide us with personal information such as your name, email address and telephone number. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy referred to above.

When you register and activate an account or a user, we will provide you with a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username.

To register an account or a user, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

We reserve the right to disable any registered account or user, including any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the Terms.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at hello@lavo.com.au.

2 Collection Notice

We collect personal information about you in order to process your registration and provide you with the services for which you have subscribed and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide the relevant services to you. We may also disclose your personal information to our employees and related bodies corporate, and Microsoft and Google data centres, located in the European Union, New Zealand, United Kingdom and the United States.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our Privacy Policies or practices, please contact us at hello@lavo.com.au.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

3 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (*Content*).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content subject to these Terms and, where applicable, as expressly authorised by us and/or our third-party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law. However, you are permitted to make one copy of any page(s) from our website for the purpose of viewing the Content for your own personal use.

You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the website.

4 Accuracy, completeness, changes and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. The Content is provided for general information only. It is not intended to amount to advice on which you should rely.

While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

5 Interactive Functions

This website may contain social media or other interactive features (collectively **Interactive Functions**). All Interactive Functions must be used as permitted and in compliance with **Error! Bookmark not defined.**6 and other Terms.

We have the right to suspend, change or cancel any Interactive Function at our sole discretion and without notice.

6 Unacceptable activity

You must not do any act (including when using any Interactive Function) that we would deem to be inappropriate, is unlawful or is prohibited by any applicable laws, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website or any Content:
 - to defame or libel us, our employees or other individuals;
 - to infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
 - in conflict with our Privacy Policy or any of these Terms;

- to mislead or deceive any person;
- to impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us;
- to conduct commercial activities or sales, such as contests, sweepstakes and other sales promotions or advertising; or
- give the impression that of any endorsement by us or any other person or entity, if this is not the case;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals; or
- posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, may or likely to cause annoyance; or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them.

We also have the right to disclose your identity to any third party who is claiming that any of your actions constitutes a violation of their intellectual property rights, or of their right to privacy.

In the event of such a breach, your right to use our website or any Content will cease immediately

7 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content (including any Interactive Functions), including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right, for any reason, to restrict, suspend or terminate without notice the availability of, or your access to, this website, any Content (including any Interactive Functions), or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

8 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website (including any linked website and Interactive Functions) and/or

the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

9 Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of New South Wales and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.