



WebParrot Terms of Service

Version 1.2

In this policy, “Tyree Domains”, “WebParrot”, “Us”, “We”, or “Our” means **Tyree Domains Pty Ltd (ACN 615 241 702)** and its related bodies corporate and partnerships. These **Terms of Services** (the “Terms”, “TOS”, or “Agreement”) are a contract between Us and You (“You” or “Your”) and govern Your use of Our website and all of the Services We offer. As such, please read these Terms carefully.

1. General

Your use of the main WebParrot website or Our other related websites (“**Site**”), toolbars, widgets, applications or distribution channels from which We may operate, and Your use of any of Our Services (including without limitation the software, programs, code, technology, offerings, tools, plug-ins, components, upgrades, updates and all related applications, available now or in the future, collectively Our “**Services**”), whether such Services are accessed through the Site or via another point of access to Our Services (each, a “**Non-WebParrot Access Point**”), are subject to and conditioned upon Your assent to and compliance with these Terms. Portions of the Services may be subject to other entity’s terms and conditions, and Your use of such entity’s services is subject to and conditioned upon Your acceptance of such additional terms and conditions.

BY ACCESSING THE SITE AND/OR USING THE SERVICES, YOU CONFIRM AND ACKNOWLEDGE (1) THAT YOU HAVE READ THIS AGREEMENT, (2) THAT YOU UNDERSTAND ITS CONTENT, AND (3) THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED THIS AGREEMENT. THE AGREEMENT IS BETWEEN YOU AND TYREE DOMAINS PTY LTD.

If You do not agree to be bound by the terms and conditions of this Agreement, do not use or access the Site or use any of the Services. Use of Our Site or Services is void where prohibited.

From time to time, Tyree Domains may amend this Agreement, in its sole discretion, by posting updated versions at <https://legal.tyree.domains> or by notifying You by other means. All such modifications to the Agreement shall become effective upon the posting of the revised Agreement to <https://legal.tyree.domains> or by Your receipt of notification of a change to the Agreement. If You do not agree to the new or different terms, You should not use or access the Site or the Services.

2. Services

We provide various website solutions and products for Our customers, including but not limited to the following, each included as part of the Services that We offer: Responsive Website Builder (conversion and creation of responsive websites that work on desktop, tablet and mobile), Mobile Website Builder

Mobile Website Builder (mobile website conversion from existing desktop websites and mobile website creation), and Mobile Website Builder), WebParrot (The Tyree Domains Online Website Builder Program), and Website Personalisation (web personalisation). You may use the Services for Your personal use, commercial use or internal business use in the organization that You represent, so long as You are in compliance with all provisions of this Agreement.

In connection with Your use of the Site or the Services, You may be made aware of services, products, offers and promotions provided by third parties. If You decide to use such third-party services, You are responsible for reviewing and understanding the terms and conditions governing such third-party services, and acknowledge that the third party is responsible for the performance of such services.

In providing the Services, We obtain and rely on certain information from third parties and third-party software and applications. We cannot guarantee the accuracy or completeness of such data.

It is Your obligation to ensure that You fully comply with all applicable laws, regulations and directives with regard to the use of the Site and the Services. For the avoidance of doubt, the ability to access Our Site or the Services does not necessarily mean that Your use thereto are legal under relevant laws, regulations and directives.

3. Licenses

General Public License. All of the WordPress Plugins We offer are released under the GNU General Public License version 3.0 (“**GPLv3**”), available at <https://www.gnu.org/licenses/gpl-3.0.html>. All images, cascading style sheets, and JavaScript elements are released under the “**Tyree Domains Proprietary Use License**”.

Tyree Domains Proprietary Use License. All other Tyree Domains Services and associated code are released under this Agreement, which Terms comprise the “**Tyree Domains Proprietary Use License**” and not under the GPL. The Tyree Domains Proprietary Use License is a GPL compatible license that applies to the images, cascading style sheets, JavaScript files and all other code produced by Us and contained in the Services. These elements are the copyrighted intellectual property of Third-Party and may not be redistributed, repackaged or used in any fashion other than as provided and explicitly set forth in this Agreement. Any violation of the Tyree Domains Proprietary Use License may result in suspension or termination of Your account and You may be refused any and all current or future access to and use of the Services.

Your Grant of Licenses to Us. By accessing the Site or using a Service, You hereby grant to Tyree Domains a world-wide, royalty-free, transferrable and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting Your website(s), and if applicable, storing it on Our servers. This license exists only for as long as You continue to be Our customer and shall be terminated only upon receiving written notice from You.

By submitting to Us Content for inclusion and/or display on Website Personalisation or any other Service, and by consenting via check-box or similar affirmative authorisation for Us to display, use or permit third parties to access and use such Content, You hereby grant to Tyree Domains a worldwide, non-exclusive, royalty-free, and transferable license (with right to sub-license) in its sole and absolute discretion, to use, reproduce, distribute and display as well as to grant or sell to third parties Your Content from time to time, now or anytime in the future, for any purpose including but not limited to sharing or promoting Tyree Domains or a Service, selling the Content or representations thereof to third parties, publishing Your

Content within the Tyree Domains community or allowing Tyree Domains to display the Content even if Your website or your use of a Service is not active or has been deleted. For the avoidance of doubt, You agree and understand that You automatically forfeit Your right to any intellectual property rights in this Content and thus shall not be entitled to any license fee or any other compensation for Tyree Domains' or any third party's use of this Content.

Tyree Domains may, in its sole and absolute discretion, to use, reproduce, distribute and display Your personal information such as but not limited to Your name, email, and hyperlink to your website as a means for Us to give You credit for the Content You have created.

Your use of the Services on the Site or from a Non-Tyree Domains Access Point that enables You to access and use the Services, including without limitation any offerings, programs, files, images, and data is licensed to You by Us or third-party licensors for Your personal use, commercial use or internal business use in the organization that You represent. You shall keep intact all copyright and other proprietary notices and Your use of such Service is strictly subject to the terms of this Agreement and any agreement accompanying the Software.

4. Content

We do not own nor do We claim ownership of the content submitted to be included in and/or displayed on Your responsive website, mobile website, Website Personalisation or included/displayed in any other Service (“**Content**”). Content includes, but is not limited to: information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials included on a site via the Service. This Content is Your Content and as such, You are responsible for all of the Content that You upload, post, transmit or otherwise make available via Our Services. We do not control the Content You post via Our Services.

You are responsible for any Content that may be lost or unrecoverable through use of the Services. You are encouraged to archive Your Content regularly and frequently.

Tyree Domains' Services allow You to import or link certain Content hosted on third-party websites into the Services. This Content isn't owned by Tyree Domains, and thus if it is no longer available or accessible to a user, then those portions of Your creation that reference such Content will not work.

The Services provide You the ability to embed images, animations, videos, audio, fonts, and other Content owned or provided by You or other third parties into the Services. The use of such third party Content shall be subject to the compliance with the provisions of these Terms and if applicable, the terms of use / end user license agreement of the third party owning or providing the Content. Tyree Domains does not warrant that the content embedded in a website, either generated via automatic import, or placed manually by You, is licensed for use in Your jurisdiction. You are responsible for ensuring You have the appropriate license, or meet Fair Use requirements, or other laws and rights in Your jurisdiction, for any content that may have a trademark or copyright.

Through Our Services, We may provide certain Content that is subject to proprietary rights of third parties. Tyree Domains shall have the right, at any time, at its sole and exclusive discretion to remove such Content from the Services and/or disable access to such Content.

The following restrictions apply to all images made available to you via the Service.

You shall not use any image:

- except solely as incorporated into your responsive website, mobile website, Web Personalisation created using the Service.
- together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party's trademark or intellectual property rights.
- portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) as endorsing a political party, candidate, elected official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
- as a trademark, service mark, or logo.

Additional terms related to usage and licensing of images can be found [here](#).

By using the Services, You may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will We be liable for Your Content or the Content of any third party, including, but not limited to, for any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that We do not pre-screen Content, but that We shall have the right (but not the obligation) to refuse, move or delete any Content that is available via the Service. We shall also have the right to remove any Content that violates these Terms or is otherwise objectionable in Our sole discretion. You bear all risks associated with the use of any Content. You acknowledge and agree that We may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; or (d) protect Our rights, property, or personal safety and those of Our users and the public.

TYREE DOMAINS SHALL HAVE THE RIGHT TO DISABLE THE ACCESS TO ANY CONTENT AND/OR DELETE IT AT ITS SOLE AND EXCLUSIVE DISCRETION, WITH NO LIABILITY TO US, AND YOU SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OF ANY AMOUNT PAID BY YOU.

5. Registration and Account Management

Some functions of the Services require registration, and as part of the process You will be requested to provide certain information, including among others: Your name, email address, company name, field of business and website URL ("**Registration Data**"). By using the Services, You agree to:

- Provide true, accurate, current and complete Registration Data as prompted by the registration process;
- Maintain and promptly update the Registration Data to keep it accurate, current and complete;
- Maintain the security and confidentiality of Your password and any other security or access information used by You to access the Site or Services;
- Ensure that You log out of the Services at the end of each session using the Services.

- Refrain from transferring Your user account on the Services to any other party without Our prior written consent;
- Refrain from impersonating any person or entity or misrepresent Your identity or affiliation with any person or entity, including using another person's username, password or other Registration Data; and
- Immediately notify Us in writing if You become aware of any loss, theft or use by any other person or entity of any of Your Registration Data in connection with the Site or the Services or any other breach of security that You become aware of involving or relating to the Site.

You represent that any communications and all other activities through use of Your Registration Data were sent or authorised by You, and You agree and understand that You are fully responsible for all activities that occur under Your Registration Data.

We may, in Our sole discretion and without notice or liability to You or any third party, immediately suspend or terminate Your account and refuse any and all current or future access to and use of the Services (or any portion thereof). Grounds for such termination may include, but are not limited to, extended periods of inactivity, loss, theft or unauthorised use of Your Registration Data, violation of the letter or spirit of this Agreement, providing content including without limitation Registration Data that is inappropriate or offensive in Our discretion, or if We have reasonable grounds to suspect any of the Registration Data that You provided is inaccurate, not current or incomplete.

You declare that by providing Your Registration Data to Us, You hereby consent to, Us sending, and You receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Your use of the Site, the Services and related services, including further information and offers from Us that We believe You may find useful or interesting, such as newsletters, marketing or promotional materials. You acknowledge that We do not have to obtain Your prior consent (whether written or oral) before sending such communications to You, provided that We shall immediately cease to send any such further communications should You notify Us in writing that You do not wish to receive such commercial content anymore.

6. Pricing, Payments, Refunds and Taxes

By using the Services, You agree to pay all associated set-up and subscription fees. In order to ensure that you do not experience any interruption or loss of services due to the lapse of any particular subscription period, the Services operate with automatic renewal, on a recurring-fees basis (except where explicitly stated otherwise, for example with our Lifetime Site Services). Accordingly, where applicable, Tyree Domains will attempt to automatically renew the applicable Services for a renewal period equal in time to the original subscription period for such Service, and automatically charge you the applicable fees using the payment method you have on file with Tyree Domains.

Tyree Domains reserves the right to establish the price for every Service We offer. We may change the price of any Service at any time, in Our sole discretion. We reserve the right to charge a price for a Service that was previous offered for free. If We decide to increase the price of Service for which You are subscribed, We will make every effort to communicate this pricing change to You via email. We do not need to notify You if We decide to raise the price of a Service for which You are not subscribed.

For most subscription Services, We generally offer a full, thirty (30) day money-back guarantee. If You provide written notification of Your request for cancellation of the subscription Services within the first thirty (30) days of Your original purchase of a subscription-based Service, the fees that Tyree Domains has received from You will be refunded. No refunds will be provided for subscription-based Services after the thirty (30) day guarantee period. For monthly subscription Services, You are welcome to cancel at any time without obligation to pay for additional monthly payments.

Some products and services are not eligible for refund; unless otherwise provided by law, all purchases of these types of products and services are final and non-refundable:

- All set-up fees, one-time or annual, in connection with Services, including but not limited to custom website design services;
- Lifetime Site Services;
- Premium Images; and
- Any other product or service marked with a designation such as “Non-Refundable.”.

If and when participating in a free trial of a Service, You shall have the right to use the Service for the duration of the free trial without charge until the expiration date of the trial at which point Services shall be discontinued if You do not elect to purchase a subscription to the Service. If You do elect to purchase a subscription to the Service, the free-trial period shall be considered concurrent with the thirty (30) day guarantee period and no further thirty (30) day guarantee period will be offered. Upon the purchase of a subscription, You agree to forfeit any remaining days that may have been offered to you as part of any initial free-trial period.

If and when participating in the Lifetime Site program, the following additional terms shall apply:

- The Lifetime Site Program is offered to any purchaser (“**User**”) of the Responsive Website Builder or Mobile Website Builder Premium services (“**Lifetime Site Services**”) for one-time fee. Upon payment of the Lifetime Site Program fee and for so long as Tyree Domains or Third-Party provider/s remains in business and does not undergo a change in control, the Lifetime Site Service will be provided at no additional charge (the “**Program Term**”). Users are responsible for any charges for added services.
- Tyree Domains reserves all rights to change or terminate the Lifetime Site Program at any time and for any reason. We make no representation with respect to Lifetime Site Service pricing after the Program Term, or that Responsive Website Builder or Mobile Website Builder will be available for continued use at the end of the Program Term. All Users will be given notice within a commercially reasonable time before the termination of the Lifetime Site Service.
- During the Program Term, all Users will be entitled to receive new release versions of the Responsive Website Builder services or Mobile Website Builder Premium services, and all updates, revisions and patches to these services. Users are not entitled to receive: (i) new applications and services not included in the Responsive Website Builder services or Mobile Website Builder Premium services as of the start of the Program Term, as determined by Tyree Domains at its sole discretion; (ii) versions that allow the Lifetime Site Services to run on a different platform, operating system or in a different format; (iii) versions or software which are

distributed separately from the Responsive Website Builder services or Mobile Website Builder Premium services to customers generally.

- These Terms and Our Privacy Policy apply to the Lifetime Site Program and Your use of the Lifetime Site Services, and by enrolling in the Lifetime Site Program and using the Site for Live Services, You agree to abide by those terms. To the extent there is a contradiction between these Terms and the Lifetime Site Program Terms, these Terms shall control.
- The Site for Services may be immediately terminated, in the Our sole discretion, upon any violation of these Terms or if We are required to end the Lifetime Site Program pursuant to any applicable law.

You are and shall be fully responsible for the payment of any taxes that apply to Your use of the Site or the Services.

The Services, including without limitation payment processing, may be handled directly by Us or by online third parties. **Where a third party handles a payment, the payment is subject to the terms of use and privacy policy of such third party (including among others payment methods, tax liability, collection and use of Your personal information, and support levels).** We recommend that You review the terms of use and privacy policy of such third parties before submitting any personal information and using such third parties' services.

7. User Conduct

You may access and use the Site and Services only for purposes as intended by the normal functionality of the Site and Services, and so long as You are in compliance with all provisions of this Agreement. In connection with Your use of the Site and the Services, You agree to abide by all applicable local, state, national and international laws and regulations and not, nor allow or facilitate a third party to, violate or infringe any rights (including without limitation copyrights, rights of publicity or privacy and trademarks) of others, Our policies or the operational or security mechanisms of the Services, and without limiting the foregoing, You may not:

- use (i) the Site, (ii) the Services, or (iii) any Content, services, features, data, information, text, images, photographs, graphics, scripts, sounds, video, music, sound recordings, programming, logos, trademarks, services marks, HTML code, compilation of content, format, design, user interface and software made available through or which appears on the Site or Services to promote, conduct, or contribute to fraudulent, obscene, pornographic, inappropriate or illegal activities, including without limitation deceptive impersonation, in connection with contests, pyramid schemes, surveys, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- interfere with the access, use or enjoyment of this Site or the Services by others (including without limitation causing greater demand on the Services than is deemed by Us reasonable, attacks such as "flaming" other participants in a manner that might incite or perpetuate a conflict or argument, and creating usernames to attack other participants' identities); harass or defame others; or promote hatred towards any group of people;

- harvest or otherwise collect non-public information about another user obtained through the Site or the Services (including without limitation email addresses), without the prior written consent of the holder of the appropriate rights to such information;
- add a Site member to Your email or physical mailing list without their consent after adequate disclosure, or use their email address or contact details for antisocial, disruptive, or destructive purposes, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the internet;
- use any Content except for the intended purposes of the Services and Site, subject always to the terms of this Agreement. You may not display, import or export feedback information relating to the Site or use it for purposes unrelated to the Services without Our prior written consent;
- alter, modify, delete, forge, frame, hyper-link, create derivative works or otherwise interfere with or in any manner disrupt, circumvent, or compromise any part of the Site, the Services, any Content, or features;
- access or attempt to access any of Our systems, programs or data that are not made available for public use, or attempt to bypass any registration processes on the Services;
- decompile, disassemble, reverse engineer or otherwise attempt to discover any source code or underlying ideas or algorithms of the Site or the Services except if and to the extent permitted by applicable law;
- copy, distribute, transmit, broadcast, publicly display, publicly perform, rent or sell any portion of the Services, the Site or the Content;
- use any robot, spider, other automated device or any tool-bar, web-bar, other web-client, device, software, routine or manual process, to monitor or scrap information from this Site or the Services, or bypass any robot exclusion request (either on headers or anywhere else on the Site);
- fail to deliver timely payment for Your purchases;
- use any meta tags or any other "hidden text" utilizing any trademarks or intellectual property owned or licensed by Us;
- create or provide any other means through which the Services may be accessed, for example, through server emulators, whether for profit or not;
- 'deep-link', redistribute or facilitate the redistribution of Content; and
- abuse or use any other means to affect or manipulate the Services in general or the prices quoted through the Services

We are not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to any Content, other than Content provided by Us.

8. Privacy Policy

In addition to these Terms, Your use of the Site and the Services is also subject to Our [Privacy Policy](#) which informs You of Our policies and procedures regarding the collection, use and disclosure of information We receive when You visit Our Site and use any part of Our Services. By using or accessing the Site and the Services, You also consent to the collection and use of information as described in Our [Privacy Policy](#), as may be amended by Us from time to time. Our [Privacy Policy](#) is hereby incorporated by reference into this Agreement, and Your consent to these Terms shall be deemed Your consent to Our [Privacy Policy](#).

9. Proprietary Rights

You acknowledge that Our Site and the Services, including without limitation the Software, the trademarks, service marks and logos contained on the Site (“Marks”), are protected by copyrights, trademarks, service marks, patents or other proprietary rights, both with respect to individual content and as a collective work or compilation, pursuant to laws and international conventions. Any rights to the Site and the Services, and all Tyree Domains Content contained therein, are reserved by Us and Our licensors.

You acknowledge that Tyree Domains’ Content is protected by copyrights, trademarks, service marks, patents or other proprietary rights, both with respect to individual Content and as a collective work or compilation, pursuant to laws and international conventions. Any rights to Tyree Domains’ Content, the Site and the Services not expressly granted herein are reserved.

10. Conversion

As part of Responsive Website Builder and Mobile Website Builder, the Services enable You to convert Your existing website or other web presence into a WebParrot-built desktop website, tablet website or mobile website. You understand that as part of this conversion process, some Content may not transfer to the WebParrot-built desktop website, tablet website or mobile website or such Content may be modified or transformed during the conversion process. Tyree Domains is not and shall not be responsible for any such missing or modified Content. You also understand and agree that if You use the Services to convert Your existing website or other web presence into a WebParrot-built desktop website, tablet website or mobile website, Tyree Domains is not responsible for any decrease in web traffic, SEO ranking, or any related impact on Your business, financial or otherwise. You bear all risks associated with the conversion Your existing website or other web presence into a WebParrot-built desktop website, tablet website or mobile website.

11. Release & Disputes with Others

You are solely responsible for Your interaction with other users of the Services and other parties with whom You come in contact through Your and their use of Our Site or the Services. We reserve the right, but have no obligation, to monitor and/or manage disputes between You and other users of the Services. If You have a dispute with one or more users of the Site or the Services, You release Us (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

12. Links to Third-Party Websites

The Site contains links and references to websites belonging to other entities. We may, from time to time, at Our sole discretion, add or remove links to other entity's websites. These links are provided solely as a convenience to You, and access to any such websites is at Your own risk. We encourage You to be aware when You leave the Site, and to read the terms and conditions and privacy policy of each other entity's website that You visit. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites. In no event shall Tyree Domains be responsible for the information contained in such websites, their practices or for Your use of or inability to use such websites, or transmissions received from such websites. You expressly relieve Us from any and all liability arising from Your use of any third-party website.

13. Links to this Site

Subject to the terms of this Agreement and so long as this Agreement is not terminated, We grant to You a nonexclusive, non-transferable, non-sublicensable right to display on Your website a link to the Site's homepage, as long as Your use is not misleading, illegal or defamatory, or Your website is not obscene, pornographic, inappropriate or illegal. You may display the logo only in the form and size provided to You. You may not use the logo in any way that suggests that We endorses or sponsors Your site, or that tarnishes, blurs or dilutes the quality of Our brand, trademarks or any associated goodwill, including without limitation displaying the logo on any page that contains infringing, misleading or illegal content. All use of and goodwill associated with the logo shall inure to Our benefit.

14. User Data and Your Feedback

The data related to Your visit of Our Site and use of Our Services as well as any feedback you may provide Tyree Domains, including without limitation, images, words, ideas, knowledge, techniques, marketing plans, information, questions, answers, suggestions, emails comments, and the like shall be considered non-confidential nor of a proprietary nature. In providing this material, You authorise Us to use it and any images, developments or derivatives thereof, according to Our needs as determined in Our sole discretion, including for public relations and promotion of the Site and the Services in the online and offline media, and all without requirement of any additional permission from You or the payment of any compensation to You. You also agree that (i) by submitting unsolicited ideas to Us or any of Our or representatives, You automatically forfeit Your right to any intellectual property rights in these ideas; and (ii) unsolicited ideas submitted to Us or any of Our employees or representatives automatically become the property of Tyree Domains. You hereby assign and agree to assign all rights, title and interest You have in such feedback and ideas to Tyree Domains together with all intellectual property rights therein.

15. Disclaimers of All Warranties

TYREE DOMAINS' CONTENT, THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE ABOVE, (I) WE MAKE NO WARRANTY THAT THE SITE, THE SERVICES OR THE CONTENT WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, CONTINUOUS, TIMELY, SECURE, ACCURATE, CORRECT, COMPLETE OR AVAILABLE; (II) WE DO

NOT ENDORSE OR APPROVE ANY CONTENT PROVIDED BY ANY PARTY THAN US AND DISCLAIM ALL LIABILITY WHATSOEVER THERE TO; AND (III) WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THIS SITE, THE SERVICES OR THE CONTENT IN TERMS OF ITS CORRECTNESS, COMPLETENESS, RESULTS, AVAILABILITY, ACCURACY, RELIABILITY OR OTHERWISE.

16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INJURY, DEATH, ACT OF GOD, ACCIDENT, DELAY, DIRECT OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY (I) USE OR THE INABILITY (FOR ANY REASON) TO USE ANY PART OF THIS SITE OR THE SERVICES (INCLUDING WITHOUT LIMITATION INACCURACIES OR ERRORS OF INFORMATION AS A RESULT OF ACCESSING THIS SITE OR THE SERVICES), (II) ACTION OR INACTION IN CONNECTION WITH THIS AGREEMENT OR FOR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR (III) STATEMENTS OR CONDUCT OF YOU OR ANY THIRD PARTY ON THIS SITE OR YOUR]SITE OR MOBILE WEBSITE, INCLUDING WITHOUT LIMITATION ANY SUBMISSIONS THEREON; IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

All of the above limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and are fundamental elements of the bargain between Us and You. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or in connection with the Site, the Services, the Content or the Agreement must be filed within thirty (30) days after such claim or cause of action arose or be forever barred.

In the event this limitation of liability shall be for any reason held unenforceable or inapplicable, You agree that Our aggregate liability shall not exceed amount paid by You to Us pursuant to this Agreement.

17. Indemnification

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL CLAIMS, LIABILITIES, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED) RELATED TO IN ANY WAY TO: (I) YOUR USE OF, ACCESS TO OR RELIANCE ON THIS SITE, THE SERVICES OR THE CONTENT, OR (II) YOUR VIOLATION OF ANY OF THE TERMS OF THIS AGREEMENT OR ANY APPLICABLE LAWS OR REGULATIONS.

We will provide You with written notice of such claim. You will not enter into any settlement or compromise of any such claim without Our prior written consent. We may assume the exclusive defense and control of any matter subject to indemnification by You. In all events, You shall cooperate fully in the defense of any claim.

18. Redirect Code and Other Script

As one of the final steps to publishing Your mobile website on the Mobile Website Builder Service, You may be required to install or have installed in the code of Your website a certain section of code that redirects customers to Your mobile website (“Redirect Code”) when viewing Your website on a mobile device. In rare cases, installing Redirect Code incorrectly can cause a website to be impaired, malfunction or function differently.

Similarly, when accessing a Service from a Non-WebParrot Access Point, it may be necessary for a certain section of code (“Script”) to be added to Your website to ensure proper integration and functionality of the Service within Your website.

You understand and acknowledge at the Agreement’s Limitation of Liability (Sec. 16) and Indemnification (Sec. 17) apply to all foreseen and unforeseen situations arising from Your installation of Redirect Code and other Script insertion; in no way shall Tyree Domains be responsible for any related claims, liabilities, loss or damages.

19. Google Translate

When using our multi-language feature, you will have the option of translating the existing Content of the website using Google Translate. Google would like you to be aware of the following disclaimer: "THIS SERVICE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT."

20. Third Party Services

The Services enable you to engage, install, add and/or procure certain third party services and tools, including apps and images, (collectively, “Third Party Services”).

You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you (bundled with certain WebParrot Services, offered separately by Tyree Domains or otherwise offered anywhere on the Services), Tyree Domains merely acts as an intermediary platform between you and such Third Party Services, and does not in any way endorse any such Third Party Services, or shall be in any way responsible or liable with respect thereto. Tyree Domains will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between you and any Third Party Services.

Any and all use of such Third Party Services shall be done solely at your own risk and responsibility, and may be subject to such legal terms which govern such Third Party Services, which you are encouraged to review before engaging with them.

While we hope to avoid such instances, Tyree Domains may, at any time and at its sole discretion, suspend, disable access to or remove from your account and/or the Services, any Third Party Services – whether or not incorporated with or made part of your account and/or website(s) at such time – without any liability to you or to any end users.

21. Copyrighted Materials, Infringement Notices and Takedowns

YOU SHALL NOT USE THE SERVICES TO TRANSMIT, ROUTE, PROVIDE CONNECTIONS TO OR STORE ANY MATERIAL THAT INFRINGES COPYRIGHTED WORKS OR OTHERWISE VIOLATES OR PROMOTES THE VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. We have adopted and implemented a policy, stated below, that provides for the termination in appropriate circumstances of Tyree Domains users who infringe or are believed to be infringing the rights of copyright holders:

If You believe that any material contained on this Site infringes Your copyright, You should notify this Site's Designated Agent listed below by email:

Attn: Tyree Domains Legal
legal@tyreedomains.com.au

Your notice to the Designated Agent should be in English and contain the following information: (a) a physical or electronic signature of a person authorised to act on behalf of the owner of the copyright interest that is allegedly infringed; (b) a description of such copyrighted work(s) and an identification of what material in such work(s) is claimed to be infringed; (c) a description of the exact name of the infringing work and the location of the infringing work on the Services; (d) information sufficient to permit Us to contact You, such as Your physical address, telephone number and e-mail address; (e) a statement by You that You have a good faith belief that the use of the material identified in the manner complained of is not authorised by the copyright owner, its agent, or the law; (f) a statement by You that the information in the notification is accurate and, under penalty of perjury that You are authorised to act on the copyright owner's behalf.

The Copyright Agent will only respond to any claims involving alleged copyright infringement. Notwithstanding this section, We reserve the right at any time and in Our sole discretion, to remove content which in Our sole judgment appears to infringe the intellectual property rights of another person.

22. Governing Law and Exclusive Courts

This Agreement will be governed by laws of the State of New South Wales without regard to its choice of law or conflicts of law principles. You hereby consent to the exclusive jurisdiction and venue in the courts in New South Wales, Australia, except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court.

23. Miscellaneous

No waiver of any term of this the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Us without restriction. You agree that no joint venture, partnership, employment, franchise or agency relationship exists between You and Us as a result of the use of the Site or the Services. This Agreement comprises the entire agreement between You and Us, states Our and Our suppliers' entire liability and Your exclusive remedy with respect to the Site and Services, and supersedes all prior agreements pertaining to the subject matter thereof. If any

provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect. The section titles in this Agreement are solely used for the convenience and have no legal or contractual significance. No provision of the Agreement shall be construed against Us but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis after opportunity to confer with advisors and legal counsel about the meaning and effects of the terms of this Agreement.

24. Contacting Us

If You have any questions about these Terms, please contact Us via email at legal@tyreedomains.com.au.