

Terms of Use

Current as of 17/02/2018

Please read these terms carefully before using the services offered by AIRSTREAM COMPONENTS PTY LTD. ("AIRSTREAM"). By using the website izone.com.au, air-stream.com.au, Airstream Worldwide, iZone World Wide or other features, services, products, Apps or applications offered by AIRSTREAM (collectively, the "Service"), you (hereafter "User" or "you") agree to be bound by these terms of use (the "Terms").

If you don't agree with these new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Service. If you use the Service in any way after a change to the Terms is effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

The individual who accepts these terms and conditions, must be of a legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Service and gotten your parent or guardian to agree to these Terms on your behalf).

If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). You hereby certify you are legally permitted to use the Service, and take full responsibility for the selection, access, and use of the Service.

These Terms are void where prohibited by law, and the right to access and use the Service is revoked in such jurisdictions.

We are constantly trying to improve our Service, so these Terms may need to change along with the Service. We reserve the right to

change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on izone.com.au website, by sending you an email, and/or by some other means.

1. The Service

What are the basics of using the Service?

You may be required to sign up for an account, and select a password and user name ("Airstream World Wide User ID"). As a condition to using the Service or in order to create certain statements through the Service, you may be required to supply AIRSTREAM with certain registration information, including a valid email address, registration information for mobile phones, other mobile devices, or third-party sites or services you access through AIRSTREAM.

You promise to provide us with accurate, complete, and updated registration information about yourself. You may not (i) select or use as your username a name of another person with the intent to impersonate that person; or (ii) use as your username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your username a name that is otherwise offensive, vulgar or obscene. AIRSTREAM reserves the right to refuse registration of, or cancel a username in its discretion. You shall not use another user's account or any other person's registration information for the Service, any other mobile phones or other mobile devices, or any third-party services you access through the Service, without that person's permission.

Your right to use the Service continues until it is terminated by either party. You may terminate by discontinuing use of the Service. AIRSTREAM may terminate at any time for any reason. Your use terminates automatically if (i) you violate any term of these Terms, (ii) AIRSTREAM publicly posts a written notice of termination on the Service, (iii) AIRSTREAM sends a written notice of termination to you, or (iv) AIRSTREAM ceases providing access to the Service to you.

AIRSTREAM will use reasonable efforts to ensure that the Service is available twenty-four hours a day, seven days a week. However,

there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs. Every reasonable step will be taken by AIRSTREAM to minimize such disruption where it is within AIRSTREAM's reasonable control. You agree that AIRSTREAM will not be liable in any event to you or any other party for any suspension, modification, discontinuance or lack of availability of the Service.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Service, including, without limitation, mobile phones, modems, hardware, iZone hardware, software, data plans, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Service.

What are my rights in the Service?

The materials displayed or performed or available on or through the Service, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions (defined below), and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Service, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including AIRSTREAM's) rights.

You understand that AIRSTREAM owns the Service. You won't (except as permitted by applicable law) reverse engineer, modify, or create derivative works based on the Service.

The Service may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

What if I see something on the Service that infringes my copyright?

If AIRSTREAM, is asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers;

Who is responsible for what I see and do on the Service?

Any information or Content publicly posted or privately transmitted through the Service is the sole responsibility of the person from whom such information or Content originated, and you access all such information or Content at your own risk. We aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the information or Content or what actions you may take as a result of having been exposed to the information or Content, and you hereby release us from all liability for you having acquired or not acquired information or Content through the Service. We can't guarantee the identity of any users with whom you interact in using the Service and are not responsible for which users gain access to the Service.

You are responsible for all Content you contribute, in any manner, to the Service, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Service.

The Service may contain links or connections to third party websites or services that are not owned or controlled by AIRSTREAM. When you access third party websites or use third party services, you accept that there are risks in doing so, and that AIRSTREAM is not responsible for such risks. We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

AIRSTREAM has no control over, and assumes no responsibility for, the Content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party

that you interact with through the Service. In addition, AIRSTREAM will not and cannot monitor, verify, censor or edit the Content of any third-party site or service. By using the Service, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that AIRSTREAM shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that AIRSTREAM is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release AIRSTREAM, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Service.

Will AIRSTREAM ever change the Service?

We're always trying to improve the Service, so it may change over time. We may suspend or discontinue any part of the Service, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Service. We'll try to give you notice when we make a material change to the Service that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Service at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Privacy

AIRSTREAM takes the privacy of its users very seriously.

For the current AIRSTREAM Privacy Policy, please check our website.

Restrictions

You may not use the Service:

(i) to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any AIRSTREAM user;

(ii) to violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity;

(iii) to run Maillist, Listserv, any form of auto-responder, or spam through the Service;

(iv) in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to Australian embargo, hate materials or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, any hacking, surveillance, interception, or descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories;

(v) in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to

intellectual property rights, contract rights, rights of privacy, or rights of personality, or in any manner inconsistent with these Terms or with any terms or conditions or obligations relating to any third party website, app, API or the like;

(vi) in connection with life support systems, or other mission critical applications where human life or property may be at stake. You understand that the Service is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which AIRSTREAM is not responsible; or

(vii) to sell, lease, share, transfer, repurpose for sale or sublicense the Service without AIRSTREAM's prior, express, written permission.

User Submissions

Anything you post, upload, share, store, or otherwise provide through the Service is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Service, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant AIRSTREAM a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Service, as described in more detail below. **This is a license only – your ownership in User Submissions is not affected.**

If you store a User Submission in your own personal AIRSTREAM account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant AIRSTREAM the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of

making that Personal User Submission accessible to you and providing the Service necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant AIRSTREAM the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Service necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service.

If you share a User Submission publicly on the Service and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Service (each of the foregoing, a “Public User Submission”), then you grant AIRSTREAM the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all AIRSTREAM users and providing the Service necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Service and/or otherwise in connection with AIRSTREAM’s business. Also, you grant all other users of the Service a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service.

You agree that the licenses you grant are royalty-free, perpetual, sub-licensable, irrevocable, and worldwide, provided that when you delete your AIRSTREAM account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from AIRSTREAM’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that AIRSTREAM, in performing the required technical steps to provide the Service to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

Support

AIRSTREAM may elect to provide you with support or modifications for the Service (collectively, "Support"), in its sole discretion, and may change, reduce or terminate such Support at any time without notice to you. AIRSTREAM reserves the right to charge fees for Support.

Fees

The Service is currently free, but we reserve the right to charge for certain or all services in the future. We will notify you before the Service you are then using begins carrying a fee, and if you wish to continue using the Service, you must pay all applicable fees for the Service.

Warranty Disclaimer

Users of the Service may gain access to third party sites on the Internet through hypertext or other computer links on the Service. Third party sites are not within the supervision or control of AIRSTREAM. AIRSTREAM does not make any representation or warranty whatsoever about any third-party site that may be linked to or from or Service.

AIRSTREAM has no special relationship with or fiduciary duty to you. You acknowledge that AIRSTREAM has no control over, and no duty to take any action regarding: which users gain access to the Service; what Content you access via the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. AIRSTREAM makes no representations concerning any Content contained in or accessed through the Service, and AIRSTREAM will not be responsible or liable for the

accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

AIRSTREAM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID.

THE SERVICE IS PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND AIRSTREAM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOUR USE OF THE SITE AND THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR USE INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE PHONE OR LOSS OF DATA.

Limitation of Liability

AIRSTREAM SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE OR THE SERVICE, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT AIRSTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL AIRSTREAM BE LIABLE TO YOU FOR ANY AMOUNT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify AIRSTREAM, and its employees, officers, agents, or other partners from and against any third party claim arising from or in any way related to your access or use of the Service (including anything you develop using AIRSTREAM), including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. AIRSTREAM shall use good faith efforts to provide you with written notice of such claim, suit or action.

General Terms

For all purposes of the Terms, you and AIRSTREAM shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of AIRSTREAM, express or implied, and you shall not attempt to bind AIRSTREAM to any contract.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and the other provisions of such documents remain in full force and effect.

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Service, provided that AIRSTREAM may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Service account, in any way (by operation of law or otherwise) without AIRSTREAM's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

These Terms are governed by and will be construed under the laws of the State of Western Australia, without regard to the conflicts of laws' provisions thereof. Any dispute arising from or relating to the

subject matter of these Terms shall be finally settled in Perth, Western Australia, in English. You agree that in all instances any dispute shall be resolved by Arbitration and Mediation by a commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected by the West Australian Court. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Perth Western Australia. **Any arbitration under these Terms (including any against officers, directors, and employees of AIRSTREAM) will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND AIRSTREAM ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

AIRSTREAM's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any notice to AIRSTREAM that is required or permitted by these Terms shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to sales@airstream.com.au or when delivered by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to AIRSTREAM PTY LTD, 9 Geelong Court, Bibra Lake, Western Australia, 6163, Attention: The Directors.