

# WEBSITE TERMS OF USE

## ABOUT THIS WEBSITE

1. This website: [www.lebarondesspirits.com](http://www.lebarondesspirits.com) (**'Website'**) is owned and operated by GoKanopy Pty Ltd ABN 37 156 424 270 trading as Le BARON DES SPIRITS (**'Le BARON'**, **'we'**, **'us'** or **'our'**).
2. These Website Terms of Use (**'Website Terms'**) govern use of this Website by the user (**'you'** or **'your'**).
3. In these Website Terms, **'use'** or **'using'** of the Website means:
  - 3.1 Visiting, browsing, accessing or otherwise using any part of this Website or any of its content, information or material; and/or
  - 3.2 Selecting, ordering and/or purchasing Le BARON products offered for sale on this Website.

## AGREEMENT TO THESE WEBSITE TERMS

4. These Website Terms form a binding contract between you and Le BARON.
5. By using any part of this Website, you acknowledge and agree that you have read, understood and accept these Website Terms. If you do not agree with these Website Terms, you must not use this Website.
6. You expressly warrant and represent:
  - 6.1 You are 18 years of age or over, and have full legal capacity to enter into these Website Terms;
  - 6.2 You have had adequate opportunity to access these Website Terms and agree to be legally bound by these Website Terms;
  - 6.3 All information you supply to Le BARON through this Website is true, accurate, complete and up-to-date; and
  - 6.4 You will use this Website in accordance with these Website Terms and with all applicable laws, only for lawful purposes.

## WEBSITE CONTENT

7. We take proper care and precaution to ensure that all content, information and material offered on this Website is accurate and up-to-date.
8. We reserve the right to alter, amend, modify, restrict, terminate or suspend any of the content, information, material or products made available on this Website, in our sole and absolute discretion, from time to time, without notice to you.

### *Linked Sites*

9. This Website may contain links to other websites, which are owned or operated by third-parties (**'Linked Sites'**).
10. Linked Sites are provided for information purposes only, which you may access in your sole and absolute discretion.

11. Le BARON does not control, endorse, recommend, sponsor or approve Linked Sites. We are not responsible or liable for content, information, material or products on Linked Sites, or for any associated organisation, operator, product or service.
12. Linked Sites are not subject to these Website Terms or to Le BARON's Privacy Policy, accordingly you should check the terms and privacy policy contained on any Linked Sites you visit.
13. We reserve the right to prevent third-parties from linking to this Website.

#### *Third-Party Advertising*

14. This Website may feature or display third-party advertising. Le BARON does not control, endorse, recommend, sponsor or approve third-party advertising. We are not responsible or liable for third-party advertising, or for any associated organisation, operator, product or service.

## **WEBSITE USE**

15. We reserve the right to alter, amend, modify, restrict, terminate or suspend this Website, including for maintenance purposes, in our sole and absolute discretion, from time to time, without notice to you.
16. You acknowledge and agree to use this Website:
  - 16.1 In accordance with these Website Terms and with all applicable local, state, national and international laws, rules, and regulations;
  - 16.2 For personal, non-commercial use only;
  - 16.3 In a manner which takes the necessary precautions to ensure the process you use to access this Website does not expose you to vulnerabilities, viruses, defects or other harmful components that may damage your own computer system; and/or
  - 16.4 In a manner which does not damage, incapacitate, circumvent security, place unreasonable burden or otherwise disrupt the operation of this Website or the servers or networks that host this Website, nor interfere with any other party's use of this Website.
17. You acknowledge and agree *not* to use the Website to:
  - 17.1 Harm, threaten, abuse, harass, stalk, defame, discriminate or otherwise offend any party;
  - 17.2 Violate the rights of any third-party;
  - 17.3 Mislead, deceive or invade another's privacy or confidentiality;
  - 17.4 Infringe the copyright, trademarks or other intellectual property rights of any third-party;
  - 17.5 Bring Le BARON, its directors, officers, employees, agents or contractors into disrepute;
  - 17.6 Give the impression that content derives from Le BARON, its directors, officers, employees, agents or contractors;
  - 17.7 Communicate, publish or distribute any material which is unlawful, or which can reasonably be considered to be abusive, obscene, indecent, pornographic, inappropriate, tortuous, disparaging, defamatory or otherwise offensive;
  - 17.8 Send unsolicited communications, advertising or promotional materials, including spam, junk mail, chain letters or pyramid schemes to us. This includes use of contact information provided on this

Website. Nor must you spam or send unsolicited communications, advertising or promotional materials any other party;

- 17.9 Scrape, index, reproduce, redistribute or republish any part of this Website;
  - 17.10 Access, scrape or archive content such as scripting software, using automated means;
  - 17.11 Distribute or link to any malware or malicious code, including computer viruses, worms, trojan horses, logic bombs, spyware, adware or any other program which may disrupt, destroy, damage, harm, limit, circumvent security measures, or cause undesirable effects to the functionality of computer software, hardware, networks or telecommunications systems; and/or
  - 17.12 Manipulate, alter or circumvent any prices listed on this Website.
18. We reserve the right to remove content, information or material from this Website, Le BARON's blog and/or any social media platforms managed by Le BARON, which is found to be in breach of copyright, or which we deem in our reasonable opinion, to be illegal and/or inappropriate.
19. We reserve the right to notify the relevant law enforcement authority regarding any suspected fraudulent or illegal activity in the use of this Website.

## **INTELLECTUAL PROPERTY RIGHTS**

20. Le BARON reserves all rights in relation to intellectual property on this Website.
21. We own or licence all intellectual property featured or displayed on this Website, including but not limited to content, graphics, design, text, images, icons, layout, appearance, logos, distinctive brand features, trademarks and software. This intellectual property is protected by Australian and international laws. Nothing in these Website Terms gives you the right to use any of the intellectual property on this Website, nor does it constitute a transfer of any intellectual property rights.
22. Use of this Website and its content is for personal use only. Except as may be otherwise indicated on this Website, you are authorised to view, play, print and download content contained on this Website for personal, informational and non-commercial purposes only.
23. Your use of this Website is subject to the *Copyright Act 1968* (Cth) and any other similar laws. Except as permitted by applicable laws, you must not use, replicate, reproduce, publish, licence, store, convey, distribute, transmit, transfer, display, perform, create derivative works from, alter, modify or sell any part of this Website or its content, information or material, without our prior express written consent, or in the case of third-party material, without the copyright owner's prior express written consent.
24. The names, logos or badges of any other organisations and/or their associated products or services contained on this Website may be trademarks of their respective owners and are used under licence with their consent.
25. By adding or posting content on this Website, Le BARON's blog and/or any social media platforms managed by Le BARON, you automatically grant us an perpetual, irrevocable, non-exclusive, royalty-free, worldwide and transferrable licence to use, copy, display and distribute the content in any way, to create derivative works of the content, or incorporate the content in other works so as to publish and promote the content, including but not limited to publishing testimonials on this Website, Le BARON's blog and/or any social media platforms managed by Le BARON.

## **DISCLAIMER**

26. This Website is provided on an 'as is' basis. Le BARON does not make any warranties or representations of any kind, express or implied, about the content, information, material or products offered on this Website or on any Linked Sites, or to the accuracy, availability, reliability, completeness, contemporariness, performance or relevance of any such content, information, material or products, except as otherwise provided by applicable laws.
27. Use of this Website and any linked site is at your own risk. By using this Website or linked site, you acknowledge and agree that Le BARON is not liable to you or any third-party for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation:
  - 28.1 Damages for loss of profits, use, data, goodwill, or any other intangible losses arising from or connected with the use, performance or reliability of this Website or any linked site;
  - 28.2 Delay or inability to use or rely on this Website or any linked site;
  - 28.3 Unauthorised access to this Website or any linked site;
  - 28.4 Alteration of any transmission of data; and/or
  - 28.5 Any other matter related to this Website or any linked site.
28. You acknowledge and agree that we are not liable for any alterations, amendments, modifications, restrictions or suspension of the content, information, material or products made available on this Website or on Linked Sites.
29. To the full extent permitted by applicable laws, we do not guarantee or accept any legal liability arising from or connected to the accuracy, availability, reliability, completeness, contemporariness, performance or relevance of content, information or material contained on this Website or any Linked Sites.
30. The content offered on this Website is for general use only, and does not constitute advice, nor does it consider your personal circumstances, requirements or obligations. Before relying or acting on the content, information, material or products made available on this Website or on any Linked Sites, you should carefully evaluate the accuracy, availability, reliability, completeness, contemporariness, performance or relevance for your purposes and consult an appropriate professional for advice specific to your circumstances.
31. Le BARON does not make any warranties or representations that this Website or any linked site is free from vulnerabilities, viruses, defects or other harmful components that may damage your own computer system.
32. Le BARON does not guarantee secure or uninterrupted access to this Website or any linked site, and is not liable for unsecure or interrupted access resulting from technical difficulties beyond our control.
33. The opinions and views expressed on this Website's blog and/or on any social media platforms managed by Le BARON reflect the personal opinions and views of the individual author and not the opinions or views of Le BARON.
34. You assume full responsibility for the information you supply to Le BARON. You acknowledge and agree that neither you nor any third-party may hold Le BARON liable for any inaccuracies, errors, omissions, faults, delays, loss or damage caused by incorrect information supplied to us.

## **INDEMNITY**

35. You assume full responsibility and indemnify Le BARON, its directors, officers, employees, agents or contractors from all liability or expenses which may arise from all kinds of claims, actions, proceedings, suits, judgments, losses, damages, litigation costs, and legal fees, which arise out of or in relation to your use of this Website, any information you provide through this Website, or any damage you may cause to this Website.

## **PRIVACY**

36. Le BARON respects your privacy and is committed to protecting your personal information in accordance with the *Privacy Act 1988* (Cth). Please read the Privacy Policy provided on this Website.

37. Our Privacy Policy supports the Australian Privacy Principles and sets out the basis on which we collect, use, store and disclose your personal information as well as your rights to access your personal information, and how you can contact us about our privacy practices.

## **SUSPENSION OR TERMINATION OF ACCESS**

38. You may stop using this Website at any time, for any reason.

39. We reserve the right in our sole and absolute discretion to suspend or terminate your access to this Website at any time, for any reason, including but not limited to breach of these Website Terms. Such suspension or termination will not affect either the user's or Le BARON's rights or liabilities.

40. If you breach these Website Terms, we reserve the right to take all necessary action, including legal action, to enforce our rights against you. All rights not expressly granted in these Website Terms are reserved.

## **EVENTS BEYOND CONTROL**

41. Neither you or Le BARON will be liable to one another for any loss caused by any failure to observe these Website Terms where such failure is occasioned by causes beyond a party's reasonable control, including but not limited to fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

## **SEVERABILITY**

42. If any part of these Website Terms is deemed invalid or unenforceable, then those parts may be severed and the other parts of these Website Terms remain unaffected and continue in full force and effect.

## **GOVERNING LAW**

43. These Website Terms are governed by the laws of New South Wales, Australia.
44. You acknowledge and agree that the courts of New South Wales have exclusive jurisdiction to settle any claim or dispute which may arise out of or in relation to this Website or these Website Terms.

## **ENTIRE AGREEMENT**

45. These Website Terms and Le BARON's Privacy Policy comprise the whole agreement between you and Le BARON in relation to any matter dealt with in these Website Terms and supersede any prior understanding, arrangement, representation or agreement, whether oral or in writing, and will have effect from the date of these Website Terms.

## **UPDATES TO THESE WEBSITE TERMS**

46. These Website Terms were last updated on 18 September 2018 and replace any other Website Terms published by us to date.
47. We reserve the right to alter, amend, modify or otherwise update these Website Terms in our sole and absolute discretion, from time to time, without notice to you.
48. Updates will be effective immediately upon publication on this Website. You should check this page from time to time to make sure you are aware of any updates.
49. By continuing to use this Website after publication of any updates, you acknowledge and agree that you have read, understood and accept to be bound by these Website Terms, as altered, amended, modified or otherwise updated.