

# Knitwearuniforms.com.au Terms of Use

## 1. Your Acceptance

Knitwearuniforms.com.au provides service to you subject to the following Terms of Use, which may be updated by us from time to time without notice to you. These Terms of Use constitute a binding agreement between Knitwearuniforms.com.au and you governing your use of the Website. By using and/or visiting the [www.Knitwearuniforms.com.au](http://www.Knitwearuniforms.com.au) Website or any other Websites owned by Knitwearuniforms.com.au (collectively the "Website"), you signify your assent to both these Terms of Use and the Knitwearuniforms.com.au Privacy Policy, which is specifically incorporated into the Knitwearuniforms.com.au Terms of Use. You are only authorized only to use the Website if you agree to abide by all applicable laws and to these Terms of Use. Please read these Terms of Use carefully. If you do not agree to these Terms of Use, please do not use the Website.

## 2. Website Access

Knitwearuniforms.com.au hereby grants you permission to use the Website as set forth in these Terms of Use, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without Knitwearuniforms.com.au's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

In order to access some features of the Website, you will have to create an account. You are not allowed to use another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You may change your password at any time by updating your Account Profile page. In addition, you agree to immediately notify Knitwearuniforms.com.au of any unauthorized use of your password or account or any other breach of security. Knitwearuniforms.com.au cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.

By registering with Knitwearuniforms.com.au, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the Knitwearuniforms.com.au Website. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If Knitwearuniforms.com.au suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the Knitwearuniforms.com.au Website.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or similar technological devices or programs, that access the Website in a manner that sends more request messages to the Knitwearuniforms.com.au servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Knitwearuniforms.com.au grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Knitwearuniforms.com.au reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You agree not to collect or use any personally identifiable information ("Personal Information") including without limitation account names, email addresses, or other User Submissions (as defined below), from the Website, nor use the communication systems provided by the Website for any commercial solicitation purposes, including without limitation to solicit, for commercial purposes, any users of the Website.

### **3. The Knitwearuniforms.com.au Website**

These Terms of Use apply to all users of the Website, including users who contribute information, ideas, and other materials or services on the Website. The Website may contain links to third party websites that are not owned or controlled by Knitwearuniforms.com.au. Knitwearuniforms.com.au has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Website, you specifically release Knitwearuniforms.com.au from any and all liability arising from your use of any third-party website.

### **4. Intellectual Property Rights**

The content on the Website, except all User Submissions (as defined below), including without limitation, the text, graphics, and photos created by and for Knitwearuniforms.com.au, interactive features ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Knitwearuniforms.com.au, subject to copyright and other intellectual property rights under Australian and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of Knitwearuniforms.com.au or as expressly provided herein. Knitwearuniforms.com.au reserves all rights not expressly granted in and to the Website and the Content contained therein.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions (as defined below) of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

### **5. User Submissions**

The interactive nature of postings on Knitwearuniforms.com.au makes it impossible for us to assume responsibility for any of the materials posted by users. The ideas, suggestions, opinions, comments, and observations made by Knitwearuniforms.com.au users, and any text, data, photographs, video, music, sound, chat, messages, files or other material provided to us by users (all of which are referred to as "User Submissions") are not endorsed by Knitwearuniforms.com.au, and we make no guarantee regarding the reliability, accuracy, or quality of any User Submission that is posted on the Website. You acknowledge that you will evaluate and bear any risks related to your use of any User Submission, including any reliance on the accuracy, completeness, or usefulness of such User Submission. All User Submissions posted to the Website are the sole responsibility of the person who originally posted the User Submission, and your sole recourse for any damage you may suffer as a result of User Submissions shall be to such individual.

You shall be solely responsible for your own User Submission and the consequences of posting or publishing them. You retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to Knitwearuniforms.com.au, you hereby grant

Knitwearuniforms.com.au a worldwide, non-exclusive, royalty-free, sublicenseable, and transferable right and license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and Knitwearuniforms.com.au's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media now known or hereafter developed. The foregoing license granted by you terminates once you remove or delete a User Submission from the Website.

If you choose to post User Submissions on Knitwearuniforms.com.au Web pages, we require that you adhere to generally accepted rules of etiquette and standards of behavior, and that your use of Knitwearuniforms.com.au reflects your respect for the legal rights of users connected with Knitwearuniforms.com.au. You understand that Knitwearuniforms.com.au does not guarantee any confidentiality with respect to any User Submission.

Knitwearuniforms.com.au expressly disclaims any and all liability in connection with User Submissions. Knitwearuniforms.com.au reserves the right to remove Content and User Submissions in its sole discretion and without prior notice. Knitwearuniforms.com.au also reserves the right to terminate a user's access to the Website at any time in its sole discretion and without prior notice.

## **6. Rules of Conduct**

The following rules of conduct apply to your use of the Website and to any and all materials you post on Knitwearuniforms.com.au, including text, data, graphics, audio or video content, music, sound, chat, messages, files or other material (collectively User Submissions) whether the User Submission is included in blogs, discussion groups, emails, profiles, comments, or any other portion or feature of Knitwearuniforms.com.au.

You may not, in connection with the Website:

- Upload, post, email or otherwise transmit any User Submission that is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized;
- infringes or violates any patent, copyright, trademark, trade secret or other property right;
- breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way;
- constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech;
- violates or encourages others to violate any applicable law, statute, ordinance or regulation;
- promotes software or services that deliver unsolicited e-mail; or
- contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.

You may not, except with Knitwearuniforms.com.au's express advance authorization or in a specially designated area, use the Website to:

- Upload, post, email or otherwise transmit any User Submission that provides any telephone numbers, street addresses, last names, URLs or email address; or
- engage in commercial activities within Knitwearuniforms.com.au;
- harm minors in any way;
- solicit personal information from anyone under 18;
- provide false or deceptive information;
- use Knitwearuniforms.com.au content to engage in commercial activities;

- delete, add or otherwise change other people's entries or other Content when you have not been granted the privileges to do so; or
- allow usage by others in such a way as to violate Knitwearuniforms.com.au's Terms of Use.

## 7. Design and Type Tee Slogan Submissions

If you are submitting a Design or Type Tee Slogan idea to Knitwearuniforms.com.au, you agree to additional [Terms and Conditions](#).

## 8. Copyright Infringement

Knitwearuniforms.com.au respects the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with Knitwearuniforms.com.au and the Website, you may not post, modify, distribute, or reproduce in any way any User Submission that is copyrighted material belonging to others, without obtaining their prior written consent. This specifically includes the submission of a Design or Type Tee Slogan. Knitwearuniforms.com.au reserves the right, in its discretion, to remove any User Submission if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of users who we believe to be infringers.

If you believe that your work has been copied or posted on the Website in a way that constitutes copyright infringement, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints  
Knitwearuniforms.com.au  
4043 N. Ravenswood Ave. #106  
Chicago, IL 60613  
Phone: .773 878 3557.  
Fax: 888 595 3258  
Email: [copyrightinfringement@Knitwearuniforms.com.au](mailto:copyrightinfringement@Knitwearuniforms.com.au)

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## **9. Modifications to the Website**

Knitwearuniforms.com.au reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Knitwearuniforms.com.au shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

## **10. Termination**

Knitwearuniforms.com.au may, under certain circumstances and without prior notice, immediately terminate your Knitwearuniforms.com.au account and access to the Website and any other Knitwearuniforms.com.au services. Cause for such termination shall include, but not be limited to: (a) breaches or violations of the Terms of Use other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Website (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment of any fees owed by you in connection with the Website or any other Knitwearuniforms.com.au product. Termination of your Knitwearuniforms.com.au account includes: (a) removal of access to all pages within the Website; (b) deletion of your password and all related information, files and materials, including User Submissions associated with or inside your account (or any part thereof); and (c) barring of further use of the Website. Further, you agree that all terminations for cause shall be made in Knitwearuniforms.com.au's sole discretion and that Knitwearuniforms.com.au shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.

## **11. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, KNITWEARUNIFORMS.COM.AU, AND ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF KNITWEARUNIFORMS.COM.AU, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF.

KNITWEARUNIFORMS.COM.AU MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. KNITWEARUNIFORMS.COM.AU DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY HYPERLINKED WEBSITE OR OTHER PROMOTION, AND KNITWEARUNIFORMS.COM.AU WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM

KNITWEARUNIFORMS.COM.AU OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **12. Limitation of Liability**

IN NO EVENT SHALL KNITWEARUNIFORMS.COM.AU, OR ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF KNITWEARUNIFORMS.COM.AU, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT KNITWEARUNIFORMS.COM.AU SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by Knitwearuniforms.com.au from its facilities in the Australia. Knitwearuniforms.com.au makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **13. Indemnity**

You agree to defend, indemnify and hold harmless Knitwearuniforms.com.au, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of Knitwearuniforms.com.au, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

## **14. Ability to Accept Terms of Use**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal

parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. Knitwearuniforms.com.au is not intended for children under 13. If you are under 13 years of age, then please do not use the Knitwearuniforms.com.au Website.

## **15. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by Knitwearuniforms.com.au without restriction.

## **16. Copyright Notice**

The Knitwearuniforms.com.au All Rights Reserved and no portion of the Website may be copied, reproduced, transmitted, derived, or otherwise used for any purpose without the prior written permission of Knitwearuniforms.com.au.

## **17. Trademarks**

All of the Knitwearuniforms.com.au trademarks are owned by Knitwearuniforms.com.au and may not be used for any purpose without the prior written permission of Knitwearuniforms.com.au.

## **18. General**

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Knitwearuniforms.com.au's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Knitwearuniforms.com.au reserves the right to amend these Terms of Use at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Website. It is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## **19. Violations of These Terms of Use**

Please report any violations of the Terms of Use, including objectionable User Submissions or behavior, to [enquiry@knitwearuniforms.com.au](mailto:enquiry@knitwearuniforms.com.au). Please state the reasons for your concern and provide a link to the User Content or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, Knitwearuniforms.com.au in its sole discretion may investigate the matter and take such action as Knitwearuniforms.com.au determines to be appropriate.

## **20. Updates to Terms of Use**

Terms of Use updated 6<sup>th</sup> March, 2009.