

## Terms of Use:-The Skycore Group owned web sites

### These terms are effective October 2013

**Introduction.** Welcome to a Skycore Group owned website ("Skycore"). By accessing this Skycore owned site you are agreeing to the following terms and conditions. This website is provided by The Skycore Group Pty. Ltd., also referred to below as "Skycore". This policy is effective October 1<sup>st</sup> 2013

**Using Skycore.** As a condition of your use of Skycore you agree that you will not:

- violate any laws;
- violate the posting rules
- infringe any third-party right;
- distribute or contain spam, chain letters, or pyramid schemes;
- post any threatening, abusive, defamatory, obscene or indecent material;
- use any robot spider, scraper or other automated means to access Skycore and collect content for any purpose without our express written permission from Skycore;
- be false or misleading in the information you provide;
- distribute viruses or any other technologies that may harm Skycore or the interests or property of Skycore users;
- impose an unreasonable load on our infrastructure or interfere with the proper working of Skycore;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- bypass measures used to prevent or restrict access to Skycore.
- copy, modify, or distribute any other person's content without their consent;

You, the user are solely responsible for all information that you submit to Skycore and any consequences that may result from your post. We reserve the right at our discretion to refuse or delete content that we believe is inappropriate or breaching the above terms. We also reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently, or refuse a user's registration.

**Abusing a Skycore web site.** Skycore and the Skycore community work together to keep the site working properly and the community safe. Please report problems, offensive content and policy breaches to us using the "contact us" link located in the footer of every page.

Without limiting other remedies, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep users off Skycore websites if we think that they are creating problems or acting inconsistently with the letter or spirit of our policies. However, whether we decide to take any of these steps, remove hosted content or keep a user off Skycore or not, we do not accept any liability for monitoring Skycore or for unauthorized or unlawful content on Skycore or use of Skycore by users.

**Fees and Services.** Skycore , at its complete discretion may offer free advertising packages or extended advertising times. If the service you use incurs a fee, you'll be able to review and accept terms that will be clearly disclosed at the time you post your ad. Our fees are quoted in Australian dollars, Vietnamese Dong or other currencies as specified, and we may change them from time to time. We'll notify you of changes to our fee policy by posting such changes on the site. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service.

Our fees are non-refundable, and you are responsible for paying them when they're due. If you don't, we may limit your ability to use the services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

**Content.** Skycore sites contain content produced by Skycore, and other users. Skycore is protected by copyright laws and international treaties. Content displayed on or via Skycore is protected as a collective work and/or compilation, pursuant to copyrights laws and international conventions. You agree not to copy, distribute or modify content from Skycore without our express written consent. You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in Skycore. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of Skycore (other than your own content). When you give us content, you are granting us and representing that you have the right to grant us, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights to that content.

**Global Marketplace.** Some of Skycore's features may display your ad on other sites that are part of the global web community. By using Skycore, you agree that your ads can be displayed on these other affiliated or non associated sites. The terms for our other sites are similar to these terms, but you may be subject to additional laws or other restrictions in the countries where your ad is posted. When you choose to post your ad on another site, you may be responsible for ensuring that it does not violate our other site policies. We may remove your ad if it is reported on any our sites, or if we believe it causes problems or violates any law or policy.

**Infringement.** Do not post content that infringes the rights of third parties, This includes, but is not limited to, content that infringes on intellectual property rights such as copyright and trademark (e.g. offering counterfeit items for sale). A large number of very varied products are offered on Skycore by private individuals in Vietnam. Entitled parties, in particular the owners of copyright, trademark rights or other rights owned by third parties can report any offers which

many infringe on their rights, and submit a request for this offer to be removed. If a legal representative of the entitled party reports this to us in the correct manner, products infringing on the intellectual property rights will be removed by Skycore.

## Reporting an infringement:

In order to participate in the **Notice of Infringement Programme**, you only need to complete a **Notice of Infringement Form** by contacting customer support using "contact us located in the footer of every page and after completing required details fax it to Skycore on this number +61 3 9397 6544. You can use this form, complete with your signature, to report advertisements which may infringe on your property rights. The information requested in the Notice of Infringement Form is for the purpose of ensuring that the parties reporting these objects are either the entitled party or their officially authorized representative. This information must also enable Skycore to identify the advertisement to be removed. Once we have received your correctly completed Notice of Infringement Form, you can simply send later reports to Skycore via the e-mail address provided.

**Note:** This form can only be used by the lawful owners of the intellectual property rights. "Notice of Infringement" is intended to ensure that products offered do not infringe the copyright, trademark right or other intellectual property rights of third parties. For all other questions, visitors and advertisers can get Help using Skycore contact us link located bottom of every page in most instances.

**Liability.** Nothing in these terms shall limit our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees. You agree not to hold us responsible for things other users post or do.

We do not review users' postings and are not involved in the actual transactions between users. As most of the content on Skycore sites comes from other users, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of what's offered.

In no event do we accept liability of any description for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.

We cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our services.

Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of Skycore sites, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Personal Information. \*By using Skycore sites, you agree to the collection, transfer, storage and use of your personal information by Skycore on servers located in Vietnam and Australia as further described in our Privacy Policy. You also agree to receive marketing communications from us unless you tell us that you prefer not receive such communications.

## Resolution of disputes

If a dispute arises between you and Skycore, we strongly encourage you to first contact us directly to seek a resolution by going to the Skycore contact us page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

**General.** These terms and the other policies posted on Skycore constitute the entire agreement between Skycore and you, superseding any prior agreements.

To the extent permitted by applicable law, this Agreement shall be governed and construed in all respects by the laws of Australia and Vietnam. You agree that any claim or dispute you may have against The Skycore Group Pty Ltd must be resolved by the courts of Australia. You and Skycore both agree to submit to the exclusive jurisdiction of the Australian Courts; for claims falling within the jurisdiction of a County Court, you and Skycore both agree to submit to the jurisdiction of the Melbourne court of justice.

If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement in our sole discretion in accordance with the notice provision below.

We may update this agreement at any time, with updates taking effect when you next post or 30 days after we post the updated policy on the site, whichever is sooner. No other amendment to this agreement will be effective unless made in writing, signed by users and by us.

For any help with using Skycore please visit our help pages or contact us using the "contact us" link located in the footer of every page on most websites.