

1 Introduction

The terms of use of Lagoon Markets Pty Ltd's website include these Terms and Conditions and our Privacy Policy, and any other terms and conditions issued by Lagoon Markets Pty Ltd (**Lagoon, we or us**) in connection with our website.

These terms control the relationship between Lagoon and you. They do not create any third-party beneficiary rights.

By using our Services, you are agreeing to these terms. Please read them carefully.

2 Using our services

- (a) You must not attempt to change, add, remove, deface, hack or otherwise interfere with this website or any material or content displayed on Lagoon's website.
- (b) You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.
- (c) Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.
- (d) You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.
- (e) In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

3 Website content

Whilst Lagoon endeavours to take reasonable care in preparing and maintaining the information on this website, we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, Lagoon disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

Lagoon does not guarantee that access to the Lagoon website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the Lagoon website or any data on such a computer.

4 Your Lagoon Account

You are responsible for keeping your login details confidential. You are responsible for the activity that happens on or through your Lagoon Account. Try not to reuse your Lagoon Account password on third-party applications. If you learn of any unauthorized use of your password or Lagoon Account, please contact us.

5 Privacy and Copyright Protection

Lagoon's Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Lagoon can use such data in accordance with our privacy policies.

6 Liability for our Services

To the maximum extent permitted by law, Lagoon excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the Lagoon website except to the extent that the loss or damage is directly caused by Lagoon fraud or wilful misconduct.

7 Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Lagoon and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

8 Third party websites

Lagoon's Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Lagoon does not control, endorse, sponsor or approve any such third-party websites or their content nor does Lagoon provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

9 Modification of the terms

We may modify these terms or any additional terms that apply to the website to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page

Changes will not apply retroactively, however, any changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

10 No waiver

No failure by Lagoon to give notice of any breach of these terms and conditions or take any other action shall be deemed as a waiver to enforce any rights we may have.

11 Severance

If any particular term is not enforceable, this will not affect any other terms. The remainder of these terms and conditions continues in full force.

12 Jurisdiction

This Agreement is governed by and is to be interpreted in accordance with the laws of New South Wales, Australia. You and Lagoon irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.