

WELCOME TO LBO Local Business Online

In Brief.

Except where we specify otherwise, LBO Local Business Online offers you access to [www.lbonline.com.au](http://www.lbonline.com.au) ("The Site") solely for your personal and business marketing and non-commercial uses.

You promise that you will not use the "The Site" in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Use or for any purposes other than those that are personal and non-commercial.

You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the "The Site." This means, among other activities, that you agree not to engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not use "The Site" in any manner that could damage, disable, overburden, or impair the "The Site" or interfere with any other party's use and enjoyment of the "The Site." You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through "The Site."

Except with the written permission of the entity paying for "The Site's" hosting, you agree that you will not create links from any web page to any page within the "The Site" with the exception of "The Site's" homepage.

Please take note that the full terms and conditions of "the site" LBO Local Business Online and [lbonline.com.au](http://lbonline.com.au) are legally binding. Please note that changes may be made to these terms and conditions, our privacy policy and disclaimer at any time, we will notify our business members in writing if any changes to any or all of the above and following made.

You are aware that as a client and user of the website owned and run by LBO Local Business Online offers the service of premium business advertising and offers many forms of marketing options within "the site".

You are also aware that for some of our premium services offered to our clients within our marketing options each come with a separate set of terms and conditions of use and you are to accept all terms and conditions prior to advertising being posted on the LBO Local Business Online website [LBOOnline.com.au](http://LBOOnline.com.au)

**Introduction.** Welcome to LBO Local Business Online. By accessing LBO Local Business Online you are agreeing to the following terms, which are designed to make sure that the services we provide works for everyone. also referred to below as [www.lbonline.com.au](http://www.lbonline.com.au). This policy is effective January 1st, 2009.

**Using LBO Local Business Online.** As a condition of your use of LBO local business online you agree that you will not: violate any laws; post any threatening, abusive, defamatory, obscene or indecent material; be false or misleading; infringe any third-party right; distribute or contain spam, chain letters, or pyramid schemes; distribute viruses or any other technologies that may harm LBO Local Business Online or the interests or property of Ibonline users impose an unreasonable load on our infrastructure or interfere with the proper working of Ibonline and LBO Local business online; copy, modify, or distribute any other person's content without their consent; use any robot spider, scraper or other automated means to access LBO Local business online and collect content for any purpose without our express written permission; harvest or otherwise collect information about others, including email addresses, without their consent; bypass measures used to prevent or restrict access to [lbonline.com.au](http://lbonline.com.au) or [LBO local business online.com.au](http://LBO local business online.com.au)

The Businesses and Business Owners are solely responsible for all information that you submit to 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.

LBO Local business online and [LBOonline.com.au](http://LBOonline.com.au) the Community work together to keep the site working properly . Please report problems, offensive content and policy breaches to us at [admin@lbonline.com.au](mailto:admin@lbonline.com.au) otherwise please mail your concerns to P.O BOX 456 Wanneroo, W.A 6946

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 [LBOonline.com.au](http://LBOonline.com.au) 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, we do not accept any liability for monitoring [lbonline.com.au](http://lbonline.com.au) for unauthorized or unlawful content displayed by users.

**Fees and Services.** Using [lbonline.com.au](http://lbonline.com.au) is in some parts free , but we charge a fee for certain services. 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, 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 or within 1 month of your invoice issue date.

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.** LBO Local Business online contains content from us, you, and other users. [LBOonline](http://LBOonline) and LBO Local Business Online is protected by copyright laws. You agree not to copy, distribute or modify content from LBO Local business online and [LBOonline.com.au](http://LBOonline.com.au) without our express written consent.

You may not disassemble or decompile, reverse engineer or otherwise attempt to discover any source code contained in [LBOonline](http://LBOonline). Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of [LBOonline.com.au](http://LBOonline.com.au) (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.

**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 [LBOonline.com.au](http://LBOonline.com.au) by private individuals in Australia.

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 [LBOonline.com.au](http://LBOonline.com.au) and LBO Local Business Online.

**Reporting an infringement:** you only need to write to, Post and or fax it to LBOOnline.com.au. complete your letter with your signature, to report advertisements which may infringe on your property rights. This information must also enable LBOOnline.com.au to identify the advertisement to be removed. Once we have received your letter, you can simply send later reports to LBOOnline.com.au via the e-mail address provided.

Correspondence may only be received from 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 LBOOnline.com.au via email, phone and in writing.

**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 LBOOnline.com.au 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 offence, 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 LBOOnline.com.au 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.

Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us prior to the action giving rise to liability will be re paid in full.

**Personal Information.** By using LBOOnline you agree to the collection, transfer, storage and use of your personal information by LBOOnline on the servers. 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 LBOOnline, we strongly encourage you to first contact us directly in writing to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

We welcome you to the services of LBO Local Business Online, please feel free to contact us at any time via all methods of communication.

We wish you a happy and prosperous year ahead.