



# **BLAQ DIAMONDS** *Women Empowerment*

## **Terms of Use**

### **BLAQ DIAMONDS Women Empowerment Website and Application Terms and Conditions of Use**

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#### ***1. Proprietary Rights.***

As between you and us, we own, solely and exclusively, all rights, title and interest in and to the Website, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, electronic files, etc.), code, data and materials therein, the look and feel, design and organization of the Website, and the compilation of the content, code, data and materials on the Website, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. Your use of the Website does not grant to you ownership of any content, code, data or materials you may access on or through the Website.

#### ***2. Limited License.***

You may access and view the content on the Website on your computer or other device and, unless otherwise indicated in these Terms and Conditions

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### *3. Prohibited Use.*

Unless otherwise specifically indicated in these Terms and Conditions or on the Website, any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website, is strictly prohibited unless you have received the express prior written permission from our authorized personnel or the otherwise applicable rights holder. Other than as expressly allowed herein or on the Website, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Website. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Website, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading or otherwise using any copyrighted material from or through the Website. If you make other use of the Website, or the content, code, data or materials thereon or available through the Website, except as otherwise provided above, you may violate copyright and other laws of Australia, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

### *4. Trademarks.*

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Website or on content available through the Website are our registered and unregistered Trademarks and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by us that appear on the Website or on or through the Website's services, if any, are the property of their respective owners. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without our written permission or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Website or on or through any of the Website's services is strictly prohibited.

## ***5. User Information.***

In the course of your use of the Website and/or the services made available on or through the Website, you may be asked to provide certain personalized information to us (such information referred to hereinafter as “User Information”). Our information collection and use policies with respect to the privacy of such User Information are set forth in the Website’s **Privacy Policy** which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

## ***6. Submitted Materials.***

Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Website, by e-mail or in any other way. Any information, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (including, for example and without limitation, that which you submit or post to our chat rooms, message boards, survey responses, and/or our blogs, or send to us via e-mail) (“Submitted Materials”) will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Website’s **Privacy Policy**. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any “moral rights” in Submitted Materials have been waived, and (ii) you grant us and our affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and incorporate in other works any Submitted Materials (in whole or part) in any form, media, or technology now known or later developed, including for promotional and/or commercial purposes. We cannot be responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

## ***7. Prohibited User Conduct.***

You warrant and agree that, while using the Website and the various services, features and functionality offered on or through the Website, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party’s advertising, branding or other promotional content into any of the Website’s content, materials or services (for example, without limitation, in an Embedded Video (as defined herein), RSS feed or a podcast received from us or otherwise through the Website), or, except as otherwise specifically authorized in these Terms and Conditions or on the Website use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes;

or (c) attempt to gain unauthorized access to other computer systems through the Website. You shall not: (i) engage in spidering, “screen scraping,” “database scraping,” harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Website or the services offered on or through the Website, including without limitation any information residing on any server or database connected to the Website or the services offered on or through the Website; (ii) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (iii) use the Website or the services made available on or through the Website in any manner that could interrupt, damage, disable, overburden, or impair the Website or such services, including, without limitation, sending mass unsolicited messages or “flooding” servers with requests; (iv) use the Website or the Website’s services or features in violation of our or any third party’s intellectual property or other proprietary or legal rights; or (v) use the Website or the Website’s services in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else’s attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website or the Website’s services, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use the Website in any manner that could interfere with any other party’s use and enjoyment of the Website or any of its services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Website.

## ***8. Public Forums.***

We may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such services available on or through the Website. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you shall not upload, post, transmit, distribute or otherwise publish through the Website or any service or feature made available on or through the Website, any materials which (i) restrict or inhibit any other user from using and enjoying the Website or the Website’s services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You further agree not to impersonate any other person or entity, whether actual or fictitious, including us or our personnel. You also may not offer to buy or sell any product or service on or through your comments

submitted to our forums. You alone are responsible for the content and consequences of any of your activities.

### ***9. Right to Monitor and Editorial Control.***

We reserve the right, but do not have an obligation, to monitor and/or review all materials posted to the Website or through the Website's services or features by users, and we are not responsible for any such materials posted by users. However, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of this Terms of Use, our policies or applicable law. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, our terms and conditions or applicable law, or for any other reason without notice or liability.

### ***10. Private or Sensitive Information on Public Forums.***

It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our website and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them eventually. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, embarrassing, proprietary or confidential information in your comments to our public forums.

### ***11. Linking to the Website.***

Unless otherwise specifically indicated in these Terms and Conditions or on the Website, you agree that: (i) if you include a link from any other Website to the Website, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of this Website; (ii) you are not permitted to link directly to any image hosted on the Website or our services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another Website; and (iii) you agree not to download or use images hosted on this Website on another Website, for any purpose, including, without limitation, posting such images on another site. You agree not to link from any other Website to this Website in any manner such that the Website, or any page of the Website, is "framed," surrounded or obfuscated by any third-party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Website be discontinued, and to revoke your right to link to the Website from any other website at any time upon written notice to you.



## ***12. Indemnification.***

You agree to defend, indemnify and hold us and our affiliates and our affiliates' directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including attorneys' fees, arising in any way from your use of the Website, your placement or transmission of any message, content, information, software or other materials through the Website, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## ***13. Orders for Products and Services.***

We may make certain products available to visitors and registrants of the Website. If you order any products, you hereby represent and warrant that you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to us. You agree to pay all applicable taxes. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us. Certain products that you purchase and/or download on or through the Website may be subject to additional terms and conditions presented to you at the time of such purchase or download.

## ***14. Third Party Websites.***

You may be able to link from the Website to third party websites and third-party websites may link to the Website ("Linked Sites"). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of ours. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such Websites or the information, content, products, services, advertising, code or other materials presented on or through such Websites. The inclusion of any link to such sites on our Site does not imply our endorsement, sponsorship, or recommendation of that site. BLAQ DIAMONDS WOMEN EMPOWERMENT disclaims any liability for links (1) from another Website to this Website and (2) to another Website from this Website. BLAQ DIAMONDS WOMEN EMPOWERMENT cannot guarantee the standards of any Website to which links are provided on this Website nor shall we be held responsible for the contents of such sites, or any subsequent links. We do not represent or warrant that the contents of any third-party website are accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws. Also, we are not responsible for or any form of transmission received from any linked website. Any reliance on

the contents of a third-party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

### ***15. Embedded Video Links.***

Certain pages of the Website provide the functionality for you to “embed” videos appearing on the page on other Websites or blog pages (together with the Player, as defined herein, the “Embedded Video”). The functionality is provided by giving you the necessary HTML code to include on such page to make that Embedded Video appear. If you include the HTML on a web or blog page, the actual video stream for the Embedded Video will be served from our servers but the Embedded Video may be rendered to the visitor of that page as part of that page. If you elect to embed video on a page, you agree as follows: (i) you will not alter, in any respect, the Embedded Video (including without limitation the content, format, and length and advertising associated therewith) from how it is served from our servers; (ii) you will not facilitate access to the Embedded Video through any video player or other tool other than the video player that is provided by us when the Embedded Video appears (the “Player”); (iii) the Embedded Video may be used as part for commercial purposes, including on an advertising-supported page, provided that: (a) the Embedded Video shall not be included in, or used as part of, a service that sells access to video content; (b) you shall not insert advertising, sponsorship or promotional messages in, or immediately adjacent to, the Embedded Video or Player; and (c) to the extent you sell any advertising, sponsorship or promotional material to appear on the same page that includes the Embedded Video, the page includes other content not provided by us which is a sufficient basis for such sales. You may not block, inhibit, build upon or disable any portion of the Player, including without limitation links back to our site. You understand and agree that all measured metrics related to the access and viewing of the Embedded Video shall be credited to the Website Without limitation of any provision of these Terms of Use, we shall have no liability to you for any reason with respect to your use of Embedded Video and you agree to defend, indemnify and hold us and our affiliates and our affiliates’ directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including attorneys’ fees, arising in any way from your use of the Embedded Video.

### ***16. Copyright Agent.***

We respect the intellectual property rights of others, and require that the people who use the Website, or the services or features made available on or through the Website, do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to our Copyright Agent, designated as such pursuant to the Copyright Australia: <https://www.copyright.com.au> named below:

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;

- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

**BLAQ DIAMONDS Women Empowerment:**  
**Brisbane, Queensland, Australia**  
**E-mail: [info@blaqdiamondswe.com.au](mailto:info@blaqdiamondswe.com.au)**

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For Subscriber Inquiries (including Address Changes and Subscription Cancellations), or any other Customer Service issues, **please E-mail: [info@blaqdiamondswe.com.au](mailto:info@blaqdiamondswe.com.au)**

## ***17. DISCLAIMER OF WARRANTIES.***

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## ***18. LIMITATION OF LIABILITY.***

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WE, OUR AFFILIATES, OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS

(COLLECTIVELY, THE “PROTECTED ENTITIES”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT, FEATURES, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEBSITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE WEBSITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE WEBSITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE WEBSITE OR PURCHASE OF PRODUCTS VIA THE WEBSITE.

### ***19. Photosensitive Seizures.***

A very small percentage of people may experience a seizure when exposed to certain visual images, such as flashing lights or patterns that may appear in video games or other electronic or online content. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these “photosensitive epileptic seizures” while watching video games or other electronic content. These seizures have a variety of symptoms, including light-headedness, disorientation, confusion, momentary loss of awareness, eye or face twitching, altered vision or jerking or shaking of arms or legs. If you experience any of the foregoing symptoms, or if you or your family has a history of seizures or epilepsy, you should immediately stop using the Website and consult a doctor.

### ***20. Applicable Laws.***

We control and operate the Website from our office in Queensland, Australia. We do not represent those materials on the Website are appropriate or available for use in other locations. Persons who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

## ***21. Termination.***

We may terminate, change, suspend or discontinue any aspect of the Website or the Website's services at any time. We may restrict, suspend or terminate your access to the Website and/or its services if we believe you are in breach of our terms and conditions or applicable law, or for any other reason without notice or liability. We maintain a policy that provides for the termination in appropriate circumstances of the Website use privileges of users who are repeat infringers of intellectual property rights.

## ***22. Changes to Terms of Use.***

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes in the Terms and Conditions will be effective when posted. Your continued use of the Website and/or the services made available on or through the Website after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.

## ***23. Miscellaneous.***

The Terms and Conditions, and the relationship between you and us, shall be governed by the laws of Queensland, Australia. You agree that any cause of action that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in Queensland, Australia. You agree to submit to the personal and exclusive jurisdiction of the courts located within Queensland, Australia. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

## ***24. Supplemental Terms.***

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**BLAQ DIAMONDS Women Empowerment**

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