

# TERMS OF USE

This document sets forth the Terms of Use and governs the legal terms of our websites, sub-domains, products and services, owned and offered by Jake Paternoster ABN: 1267 2425 451 hereby referred to as JCPIT Support.

The last update of to our Terms of Use was posted on 6 November 2014.

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These Terms of Use, along with our [Privacy Policy](#), [Copyright Policy](#), [Customer Service Policy](#), [Acceptable Usage Policy](#) (for JCPIT Hosting customers) and other posted guidelines within our Websites, collectively Legal Terms, constitute the entire and only agreement between you and JCPIT Support, and supersede all other agreements, representations, warranties and understandings with respect to our website, products and services.

Terms used in this agreement have the meaning specified within the Definitions section below. We may amend these Definitions and our Legal Terms at any time without specific notice to you. The latest copies of our Legal Terms will be posted on our Website ([www.jcpit.com.au/legal](http://www.jcpit.com.au/legal)), and you should review all Legal Terms prior to using our website, products and services.

After any revisions to our Legal Terms are posted, you agree to be bound to any such changes to them. Therefore, it is important for you to periodically review our Legal Terms to make sure you still agree to them.

By using our website, products or services you agree to fully comply with and be bound by our Legal Terms. Please review them carefully.

## 1. Definitions

1.1. The terms **us**, **we** or **our** refers to JCPIT Support, the owner of the websites and service provider.

1.2. A **Visitor** is someone who merely browses our Websites, but has not registered as a Member.

1.3. A **Customer** is an individual that has registered for a JCPIT Portal Account to use our Products or Services.

1.4. **JCPIT Portal Account** is our on-line billing, support and management system for our Customers found at [portal.jcpit.com.au](http://portal.jcpit.com.au)

1.5. **Products and Services** represents the collective functionality and features as offered through our Websites to our Customers.

1.6. A **User** is a collective identifier that refers to either a Visitor or a Customer of JCPIT.

1.7. All text, information, graphics, audio, video, and data offered through our Websites are collectively known as our Content and falls under our [Copyright Policy](#).

## 2. Legal Compliance

2.1. You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website.

2.2. JCPIT Support reserves the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to suspension or cancellation of your JCPIT Portal Account and associated products and services, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our [Privacy Policy](#).

## 3. Intellectual Property

3.1. Our Website contains our service marks and trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner.

3.2. Our Website is protected under international copyright laws. The copying, redistribution, use or publication by you of any portion of our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

## 4. Links to Other Websites

4.1. Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites.

4.2. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites.

4.3. JCPIT Support has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

## 5. General Terms

5.1. Our Legal Terms shall be treated as though it were executed and performed in Australia and shall be governed by and construed in accordance with the laws of Australia without

regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts.

5.2. Any cause of action by you with respect to our Website, Products or Services, must be instituted within one (1) month after the cause of action arose or be forever waived and barred.

5.3. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

5.4. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence.

5.5. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.

5.6. The rights of JCPIT Support under our Legal Terms shall survive the termination of our Legal Terms.

## **6. JCPIT Portal Account Access**

6.1. When a customer registered for a JCPIT Portal Account, the customer is help liable for the information that is provided.

6.2. JCPIT Support assumes the information provided on account registration or orders are provided correctly. This information may be used to confirm ownership of the account when seeking Customer Service, or may be used to contact the customer if such need arises.

6.3. Customers may access their JCPIT Portal Account at any time if they have access to the initial e-mail account that was used during registration.

6.4. We recommend using an externally hosted email address to ensure continued delivery of important service information and notifications.

6.5. If a customer claims they no longer have access to the e-mail account associated with their JCPIT Portal account, the customer must provide JCPIT Support with information about their account including:

- Last payment date
- Invoice Number
- Full name
- Address
- E-mail address
- Phone Number

- Secret Question

- Active Products / Services

6.6. In the event more than one party claims ownership of a JCPIT Portal account, through providing the information which may grant them access to the respective account JCPIT Support is not obligated to provide access to any of the parties.

6.7. JCPIT Support is not obligated to solve any kind of disputed that may solely decide who to provide access to according to internal information and historical data that may have been collected about the customer, based on the usage on the respective account.