

# Terms of Service

By using the gormanandcoyoom.com.au web site ("Service"), or any services of Yoom, you are agreeing to be bound by the following terms and conditions ("Terms of Service").

## Account Terms

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your name, a valid email address, and any other information requested in order to complete the registration process.
4. Your login may only be used by one person - i.e., a single login may not be shared by multiple people - except that a machine user's actions may be directed by multiple people.
5. You are responsible for maintaining the security of your account and password. Yoom cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all activity that occurs under your account.
7. One person or legal entity may not maintain more than one free account, and one machine user account that is used exclusively for performing automated tasks.
8. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

## Cancellation & Termination

1. You are solely responsible for properly canceling your account. You can cancel your account at any time by emailing [support@yoom.com.au](mailto:support@yoom.com.au)
2. All of your Content will be immediately deleted from the Service upon cancelation. This information can not be recovered once your account is canceled.
3. Yoom, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Yoom service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Yoom reserves the right to refuse service to anyone for any reason at any time.
4. In the event that Yoom takes action to suspend or terminate an account, we will make a reasonable effort to provide the affected account owner with a copy of their account contents upon request, unless the account was suspended or terminated due to unlawful conduct.

## **Modifications to the Service**

1. Yoom reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Yoom shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

## **Copyright and Content Ownership**

1. Yoom does not pre-screen Content, but Yoom and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
2. You shall defend Yoom against any claim, demand, suit or proceeding made or brought against Yoom by a third-party alleging that Your Content, or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third-party or violates applicable law, and shall indemnify Yoom for any damages finally awarded against, and for reasonable attorney's fees incurred by, Yoom in connection with any such claim, demand, suit or proceeding; provided, that Yoom (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Yoom of all liability); and (c) provides to You all reasonable assistance, at Your expense.

## **General Conditions**

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Support for Yoom services is only available in English, via email.
3. You understand that Yoom uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Yoom, or any other Yoom service.

5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Yoom.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Yoom customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Yoom) of other Yoom customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
12. Yoom does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
13. You expressly understand and agree that Yoom shall not be liable for any direct, indirect, incidental, special, consequential or

exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Yoom has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the service; (v) or any other matter relating to the service.

14. The failure of Yoom to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and Yoom and govern your use of the Service, superseding any prior agreements between you and Yoom (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under Australian law.
15. Questions about the Terms of Service should be sent to [support@yoom.com.au](mailto:support@yoom.com.au)