Spitbucket Terms of Use

Your use of our Internet sites or any of the products or services offered on those sites (collectively, the "Services") is subject to these Terms of Use (these "Terms"). We may modify these Terms at any time without notice to you by posting revised Terms on our sites. Your use of our sites constitutes your binding acceptance of these Terms, including any modifications that we make.

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend or terminate your access to all or any part of our Services;
2. Change, suspend or discontinue all or any part of our Services;
3. Refuse, move or remove any material that you submit to our sites for any reason;
4. Refuse, move, or remove any content that is available on our sites;
5. Deactivate or delete your accounts and all related information and files in your account;
6. Establish general practices and limits concerning use of our sites

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications such as service announcements and administrative messages from us or from our partners and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages. You also understand that our Services may include advertisements.

Content on Our Sites

Our sites include a combination of content that we create, that our partners create and that our users create. All materials published on our sites, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips and flash animation, are protected by our copyrights or trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display or in any way exploit any of the materials or content or our sites in whole or in part. If you would like to request permission to use any of
the content on our sites, please review our Copyright notice or e-mail the Permissions & reprints team.

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, email, transmit or otherwise make available on our sites ("Your Content"). You certify that you own all intellectual property rights in Your Content. You hereby grant us, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on our sites, (ii) distributing Your Content, either electronically or via other media, to users seeking to download or otherwise acquire it, and/or (iii) storing Your Content in a remote database accessible by end users, for a charge. This license shall apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed.

We do not guarantee the accuracy, integrity or quality of the content on our sites. You may not rely on any of this content, including, but not limited to, product reviews, white papers, product descriptions and stock quotes. Without limitation, we are not responsible for postings by users in the user opinion, message board or feedback sections of our sites. Our sites also contain information about products and services offered by third parties, including product specifications, pricing, availability, performance and editorial commentary. You may be exposed to content that you find offensive, indecent, objectionable or that is inaccurate and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

Your Use of Third Party Sites

Our sites contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours and we are not responsible for any changes to or content on them. Our inclusion on our sites of any third party content or a link to a third party site is not an endorsement of that content or third party site.

We do not sell, resell or license any of the products or services that we review or list on our sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods delivery transactions, are solely between you and that third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints or claims related to any product or service should be directed to the appropriate vendor.
Privacy Policy

All of the information that we collect from you, such as registration and credit card information, is subject to our privacy policy.

Your Conduct on Our Sites

If we request registration information from you, you will provide us with true, accurate, current and complete information. You will promptly update your registration to keep it accurate, current and complete. If we issue you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorised use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

The technology and software underlying our sites and the Services is the property of Spitbucket, our affiliates and our partners. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in or otherwise transfer any right to the technology or software underlying our sites or the Services. You agree not to modify the software underlying our sites in any manner or form, or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorised access to our sites.

Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal right of others;
2. Publish, post, upload, email, distribute or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment;
4. Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
6. Download any file that you know or reasonably should know, cannot be legally obtained in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;

8. Restrict or inhibit any other user from using and enjoying any public area within our sites;

9. Collect or store personal information about other end users;

10. Interfere with or disrupt our sites, servers or networks;

11. Impersonate any person or entity, including, but not limited to, a Spitbucket representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

12. Forge headers, manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites, or to manipulate your presence on our sites;

13. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure.

14. Engage in any illegal activities

You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums"), only to send and receive messages and material that are proper and related to that particular Forum.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or which might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from our sites, deny you access to our sites, or any combination of these options.

Unauthorised access to our sites is a breach of these Terms and a violation of the law. You agree not to access our sites by any means other than through the interface that is provided by Spitbucket for use in accessing our sites. You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of our sites except those automated means that we have approved in advance and in writing.

Use of our sites is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of our sites.
Community Rules

The following conduct is not allowed on our site, in forums, user profiles, talkback, private messages, feedback forms, user reviews, comments or ratings:

- **Offensive Material:** Users may not transmit or encourage others to transmit material or links to material considered patently offensive in nature. This includes, but is not limited to using vulgar, profane, or sexually explicit language; using race, religion, sexual orientation, culture, ethnicity, handicap, nationality, or gender as a means of insult; using threatening, harassing, defamatory, hate-speech, or libellous language; and posting, requesting, or otherwise sharing material considered pornographic, obscene, graphic or hate speech.

- **Vulgar language or substitutes for such:** Our Service is programmed with a list of words that are considered vulgar under any context, and these words are not allowed to be used under any circumstances. Attempting to bypass the censor by misspelling, inserting spaces or symbols, transposing letters, using look-alike symbols, or any other method is not allowed. Taking advantage of any limits in the Service's language filtering capabilities is not allowed. Any limits in such filters shall not be taken as permission to bypass rules regarding vulgar language.

- **Flaming:** Communications clearly insulting other users, individually or as a group, directly or indirectly, are not allowed. This includes, but is not limited to: name-calling ("You're an idiot", "You moron"); direct insults and orders ("Screw you", "Go kill yourself"); insinuations ("Are you stupid or something?"); or insults towards family ("Your mum...").

- **Trolling (Inciting flames):** Messages intended solely to annoy and/or offend other users by going against the clear nature of a forum, topic or article are not allowed. This includes, but is not limited to: provoking other users to respond with flames; provoking fans of a particular technology, especially on forums or articles dedicated to that technology; making misleading titles; asking obviously useless questions; and posting false information as fact.

- **Illegal activity:** Communications that violate or incite others to violate the law are not allowed. This includes, but is not limited to, asking for or providing: illegal copies of copyrighted software; methods of circumventing copyright protection; illegal copies of copyrighted music, movies, videos, or any other type of media; reprints of material from other web sites; or methods of cheating in online games.

- **Advertising:** Messages that clearly advertise a service or product are not allowed. This includes, but is not limited to: unsolicited commercial or personal web site advertisements; For-Sale/For-Trade/For-Auction/Wanted: notices; "Make Money Fast" scams, chain letters, and pyramid schemes; or any referrer-ID based sites. Users are
allowed to include their web site address in a signature, request comments on their personal site in a social setting, or provide, only once, an interesting or relevant link to another site.

- **Off-topic postings:** The main purpose of the message boards and user feedback sections within the Service is to provide discussion forums and opportunities to do with various wine products and services. Topicality is expected and will be enforced on all message boards and chat rooms not noted as purely social in nature.

- **Disruptive Behaviour:** Behaviour that disrupts the Service for other users, intentional or not, is prohibited. This includes, but is not limited to: messages or topic titles that force browsers to scroll horizontally; large blank or content-free messages; "bumping" multiple older topics (posting in them well after the last post); posting multiple identical or near-identical messages or topics, including "fad" posts or topics; intentionally hard-to-read topic titles or posts (i.e. ALL CAPS, AlTeRnAtE cApS, no spaces, no or excessive punctuation); posting multiple hard-to-read or nonsensical messages in a single or multiple topics; posting large ASCII art (except in social topics specifically calling for it); or post counting (i.e. "First", "100th Post"). Shouting or otherwise creating noise in an active voice channel is considered disruptive behaviour.

- **Flooding, Invading, and Board Wars:** Flooding a board with multiple disruptive topics or messages; invading another board (flooding a board as a group with multiple topics or messages); instigating, participating in, or retaliating in an invasion of a message board or any other online service; announcing or inciting a "war" or any conflict with the regular members of another board.

- **Impersonation:** Impersonating other users by creating and/or using a user account with a name clearly intended to impersonate, mock, or antagonize another user, or otherwise falsely claiming to be another member is strictly prohibited.

- **Harassment/Stalking/Privacy:** Continual harassing behaviour directed towards a certain individual or group with the intent of creating an intimidating, offensive, or hostile environment on the Service, with or without use of explicit or implicit threats is strictly prohibited. Posting contact or other private information of any person (Service user or not) is also prohibited.

### Multiple Accounts

While it is acceptable for users to maintain multiple accounts, we can and do track all accounts used on the same computer(s), and consider them one account for the purpose of monitoring violations of these Additional Terms of Use. If these Additional Terms of Use are violated severely enough to warrant the termination of one account, all known accounts held by that user and/or all accounts using the same computer(s) may also be banned at the administrators' discretion.
Violations and Penalties

Topics and messages that violate these Additional Terms of Use will be deleted from the site and additional penalties may be applied at our moderators' discretion. Re-posting deleted violations (yours or those of others) is also considered a violation.

Messages and topics may be removed at any time and for any reason at the sole discretion of our editors and designated moderators. User accounts may be warned, suspended, or revoked at any time and for any reason at the sole discretion of our editors and our designated moderators. All determinations of what is "acceptable" and "unacceptable" content will be determined solely by our editors and moderators.

Intentional, repeated, or severe violations are cause for the banning of your account, all use of the site from your IP address or your entire ISP. In such event, we also reserve the right to contact your ISP concerning your activities.

Requests to Remove Certain Content from Our Sites

If you believe that content you own has been copied and made accessible in a manner that violates your intellectual property rights, please review our copyright notice.

Indemnification

You hereby agree to indemnify, defend and hold Spitbucket, and all of our officers, directors, owners, employees, agents, information providers, affiliates, partners and licensors (collectively, the "Spitbucket Parties") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any Spitbucket Party in connection with any claim including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement or trademark infringement arising out of:

1. Your use of our sites;
2. Any use or alleged use of your accounts or your passwords by any person, whether or not authorised by you;
3. The content, quality or performance of content that you submit to our sites;
4. Your connection to our sites;
5. Your violation of these Terms; or
6. Your violation of the rights of any other person or entity.
We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

**Disclaimers**

We disclaim any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from our sites. We disclaim any responsibility for service outages that are caused by our maintenance on the servers or the technology that underlies our sites, failures of our service providers (including telecommunications, hosting and power providers) computer viruses, natural disasters or other destruction or damage of our facilities, an act of nature, war, civil disturbance or other cause beyond our reasonable control.

WE DO NOT WARRANT THAT OUR SITES WILL BE UNINTERRUPTED OR ERROR-FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT ON OUR SITES. OUR SITES AND THEIR CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTY THAT (i) OUR SITES WILL MEET YOUR REQUIREMENTS, (ii) OUR SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN THROUGH OUR SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITES, ANY CONTENT OR ANY OUR SERVICES, TOOLS, PRODUCTS OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF OUR SITES AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

NONE OF OUR PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR
EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THAT OF OUR THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Arbitration

Spitbucket may elect to resolve any controversy or claim arising out of or relating to these Terms or our sites by binding arbitration. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Sydney, Australia, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in Sydney, Australia necessary to protect the rights or property of you or Spitbucket. (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

Miscellaneous

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites or delivering them to you through email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting the General Counsel, Spitbucket, Suite 46, 26-32 Pirrama Rd, Pyrmont NSW 2009.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our sites or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms, including all terms, conditions and policies that are incorporated into these terms by reference, constitute the entire agreement between you and Spitbucket and govern your use of our sites, superseding any prior agreements that you may have with us. These Terms shall be construed in accordance with the laws of Australia, and the parties irrevocably consent to bring any action to enforce these Terms before an arbitration panel or before a court of competent jurisdiction in Sydney, Australia if seeking interim or preliminary relief or enforcement of an arbitration award.
Publication of Advertising

Subject to these Terms, Spitbucket Trading Pty Limited will use its reasonable endeavours to publish advertising submitted by Customers (‘Advertising’) in the format submitted by the Customer and in accordance with the placement instructions of the Customer.

Submission of Advertising

By submitting Advertising for publication, the Customer warrants to Spitbucket Trading Pty Ltd that the Advertising does not breach or infringe:

- the Trade Practices Act (Cth), Fair Trading Acts (State) and equivalent legislation;
- State and Commonwealth anti-discrimination legislation;
- any copyright, trade mark or obligation of confidentiality;
- any law of defamation or obscenity;
- any law of contempt of any court, tribunal or royal commission;
- the Privacy Act (Cth); and
- any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory).

Online Advertising

For online banner and display Advertising, the Customer must submit creative materials and a click-through URL for online Advertising to Spitbucket Trading Pty Limited at least 3 working days before the Advertising is scheduled to appear.

All online Advertising (including rich media) must comply with Spitbucket Trading Pty Limited’s advertising specifications, which are available on request.

Spitbucket trading Pty Limited is not liable for any loss, damages or liabilities arising from a failure of the World Wide Web or any telecommunications structure.
Errors

The Customer must promptly notify Spitbucket Trading Pty Limited of any errors of any published Advertising.

If a Customer wishes to make a claim on Spitbucket Trading Pty Limited for credit, re-publication or any other remedy in respect of Advertising, the Customer must send the claim in writing to Spitbucket Trading Pty limited no later than 25 days after the date of the tax invoice or date of publication of the Advertising ( whichever is earlier).

Spitbucket Trading Pty limited will only investigate complaints during normal office hours (9am to 5pm, Monday to Friday excluding public holidays)

Liability

The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Spitbucket Pty Limited in connection with the Advertising.

Spitbucket Trading Pty limited excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as conditions and warranties implied by the Trade Practices Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').

Spitbucket Trading Pty Limited limits its liability;

- for breach of any Non-Excludable Condition (to the extent that liability for such breach can by law be limited); and
- for any other error or omission in published Advertising caused by Spitbucket Trading Pty limited, to (at Spitbucket Trading Pty Limited’s option) re-supply of the Advertising services affected by the breach, or payment of the cost of re-supply.

The Customer indemnifies Spitbucket Trading Pty limited and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

You expressly agree that use of the service is at your own risk. Neither Spitbucket Trading Pty limited nor any of its affiliates, employees, agents, partners, content providers or licensors, make any representations or warranties of any kind regarding the service, the content, any advertising material or the results that may be obtained from use of the service.

www.spitbucket.com.au
To the maximum extent permitted by law, Spitbucket Trading Pty Limited disclaims all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient, or any other person, through relying on anything contained in or omitted from the site.

Spitbucket Trading Pty Limited provides a service to advertisers. It relies on information provided by them and to the extent that liability cannot be lawfully excluded, users and visitors agree to hold Spitbucket trading Pty Limited harmless and agree to take any action against the respective advertiser.

Transaction Currency AUD "All transactions are processed in AUD"

Refund Policies

Spitbucket Trading Pty Limited provides a user activated service to advertisers. Refunds are only available upon technical malfunction as pertaining to the www.spitbucket.com website outside of the failure of the World Wide Web or any telecommunications structure. If a Customer wishes to make a claim on Spitbucket Trading Pty Limited for credit, re-publication or any other remedy in respect of Advertising, the Customer must send the claim in writing to Spitbucket Trading Pty Limited no later than 25 days after the date of the tax invoice or date of publication of the Advertising (whichever is earlier).

Policy Changes

Spitbucket Trading Pty Limited reserves the right to modify this Refund Policy at its discretion or against any customer it believes is abusing this policy. Any such revision or change will be binding and effective immediately after posting of the revised Refund Policy on Spitbucket Trading Pty Limited’s website. You agree to periodically review our website, including the current version of our Refund Policy. Our refund policy is made available on our website. It is your obligation to review our refund policy for any such revisions.

General

These Terms represent the entire agreement of the Customer and Spitbucket Trading Pty Limited in relation to Advertising and cannot be varied except in writing by an authorised officer of Spitbucket Trading Pty Ltd. No purchase order or other document issued by the Customer will vary these Terms.

Spitbucket Trading Pty Ltd will not be liable for any delay or failure to publish Advertising caused by a factor outside Spitbucket Trading Pty Limited’s reasonable control (including but
not limited to any Act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

Spitbucket Trading Pty Limited reserves the right at its discretion to change these Terms of Service and will notify users of any such changes by online postings.

**Security Policy**

When purchasing from Spitbucket Trading Pty Limited your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding our security policy, please contact our customer support centre at contact@spitbucket.com.