

## **TERMS AND CONDITIONS**

FOR:

**All The Exposed | Businesses Exposed | Products Exposed | Service Providers Exposed**

Type of websites: Consumer Advocacy, Information and Forums

Effective Date: 1st day of August, 2022

These terms and conditions (the "Terms and Conditions") govern the use of <https://allthe.exposed/>, <https://businesses.exposed/>, <https://products.exposed/>, and <https://serviceproviders.exposed/>, (the "Sites"). These Sites are owned and operated by All The Exposed.

By using these Sites, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Sites are the property of All The Exposed and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Sites.

### **Age Restrictions**

The minimum age to use our Sites is 16 years old. By using this Sites, users agree that they are over 16 years old. We do not assume any legal responsibility for false statements about age.

### **Acceptable Use**

As a user of our Sites, you agree to use our Sites legally, not to use our Sites for illegal purposes, and not to:

- Harass or mistreat other users of our Sites;

- Violate the rights of other users of our Sites;
- Violate the intellectual property rights of our Sites' owners or any third party to the Sites;
- Hack into the account of another user of the Sites;
- Act in any way that could be considered fraudulent or misleading;
- Post information, or comments about any experiences, any acts, or any omissions which are known by you to be false or misleading, or should be known by you are false or misleading, or may, is likely to, or will cause harm to any natural person(s);
- Posting any derogatory, malicious, profane, or otherwise harmful comments about any natural person or group/cohort of natural persons; or
- Posting any natural person's name, address, or any of their contact or identifying details/information.

If we believe you are using our Sites illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Sites. We also reserve the right to take any legal steps necessary to prevent you from accessing our Sites.

### **User Contributions**

Users may post the following information on our Sites:

- Photos; and
- Public comments.

By posting publicly on our Sites, you agree not to act illegally or violate these Terms and Conditions or our Acceptable Use of our Sites.

### **Accounts**

When you create an account on our Sites, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Sites illegally or if you violate these Terms and Conditions.

### **Limitation of Liability**

All The Exposed and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Sites.

### **Indemnity**

Except where prohibited by law, by using this Sites you indemnify and hold harmless All The Exposed and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Sites or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Victoria, in Australia.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and All The Exposed are unable to resolve any dispute through informal discussion, then you and All The Exposed agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and All The Exposed. The costs of any mediation or arbitration will be paid by you.

Notwithstanding any other provision in these Terms and Conditions, you and All The Exposed agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be

inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Sites and the way we expect users to behave on our Sites. We will notify users by email of changes to these Terms and Conditions or post a notice on our Sites.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

privacy@allthe.exposed

You can also contact us through the Contact Us form available on our Sites.