

Terms of Use ("Terms")

Last updated: 27 March 2015

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the websites and apps (the "Service") operated by Inception Equity Pty Ltd. ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service either via the website, web services, or third party tools (i.e. RSS readers, email clients, etc).

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Privacy and Ownership

All information entered, uploaded, submitted, stored, and received by users of the Service remains exclusively owned by the user. You confirm that you are the copyright holder of all such information, or authorised to use, share, transmit, display, and copy the copyrighted material. Basically, what's yours remains yours.

Through use of the Service, you grant us (and our nominated representatives), worldwide permission to copy, store, public display, and transmit this information. Such permission is granted for the purpose of operating and promoting the agreed upon Service. You also grant permission for manual and automated scans to be undertaken of this information (including text, emails, and images). Such activities may be undertaken to improve the Service, preserve the integrity of the Service, and enforce the Terms of Use.

For all privacy related concerns, please refer to our privacy policy or email us via privacy@inceptionequity.com.

Account ID

Through use of the Service, we may grant you permission to use one or more accounts ("ID", "email address", or "other unique identifier") as part of the Service. This exclusive right is granted to the user for the duration of these Terms. At all times we retain full ownership rights over the account(s), and reserves the right to terminate or suspend the users allocation and access to them, without notice or liability, in accordance with these Terms.

Allocation of account(s) is granted on a case by case basis, and subject to an application and approval process. Approval of applications is at our sole discretion. Once assigned, the account and associating identifiers will be reserved for the exclusive use of the sole approved user, subject to these Terms. Outside of this, we have no obligation to reserve an identifier for a user. This includes no obligation to reserve a preferred identifier during the application process. Upon suspension or termination of an account, we may immediately offer the unique identifier on the open market, with no obligation to reserve it for the prior user or to provide a 'cooling off' period.

The ongoing security of the account is your responsibility, and each account must only be for a single individual or entity. You may not share your password with another entity and must undertake periodic password resets. While we will take reasonable precautionary security measures in providing the Service, you absolve us of any responsibility and liability in ensuring the Service and associated account(s) remain secure.

Content and Links

Our Service may contain links to third party web sites or services that are not owned or controlled by us. Our Service may also contain communication sent or received by users in association with the Service provided.

We have no control over, and assume no responsibility for, the content and privacy policies of third party web sites or services. We also assume no responsibility for the content of communication both sent and received by users of the Service. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Cookies

Cookies may be used for the websites operated by us to send certain information to your browser and for your browser to return the information at a later time. We, and our nominated representatives, can use this information for things like, authenticating, or identifying a user session, user preference or any other function that can be completed through storing text data. This kind of function does not include information that personally identifies you.

We can also use cookies that record your visit to our website, the pages you have visited, and the links you may have followed. We use this information to make our Service and advertising displayed more relevant to your interests. We may also share this information with third parties such as Google for this purpose. Google and other third parties may also use their own cookies during your visit. If you wish, you can opt-out of Google's Analytics for Display Advertising here (<https://www.google.com/settings/ads>).

Most browsers accept cookies automatically. Your browser may have settings so you can refuse cookies. Deactivating cookies may mean that you will no longer be able to enjoy the full operational capabilities of the website and you may not be able to see information that is directly relevant to you. For you to get the most from the user experience of our Service, we collect certain information or "cookies". What this means is that when you opt for certain preferences we assign you cookies and these are stored on your browser to give you an optimum user experience via the Service. This information does not contain personally identifiable information and such as your name, address, or telephone number. Access credentials, however, may be stored in persistent cookies in the even the user has requested auto-login access to the Service. In such events, the cookie content is encrypted to ensure the security and privacy of the user. We strongly recommend such features are only utilised on private and secure machines. Our Service actively engages with trusted third party companies, who in turn, can present dynamic content to our users. Some of our trusted third party business partners use cookies to track when a click becomes a sale. Others use it to serve specific and targeted content. To learn more about the choices you have with this content please visit youronlinechoices.eu and aboutads.info/choices.

Termination

We may terminate or suspend access to the Service immediately, without prior notice or liability, for any reason whatsoever, including (without limitation) if you breach the Terms.

Activities not permitted through the Service include, but are not limited to:

1. Engage in activity that is harmful to others or to the Service
2. Engage in activity that exploits, harms, or threatens others
3. Engage in activity that is deceptive, misleading, or false
4. Engage in activity that imposes on the privacy or rights of others
5. Engage in activity that contains (but is not limited to) a violent, racist, sexist, sexual, pornographic, abusive, explicit, or illegal nature.
6. Engage in activity that copies, stores, or transmits unauthorised copyrighted content.
7. Engage in activity that sends or assists others in sending SPAM. This includes unsolicited bulk electronic transmission including email, messaging, posting, etc.
8. Failure to use the service at least once every 12 months.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Transfers

The user may not lease, sell, assign, or transfer in part or full any access to, or part of the Service. Attempts to do so would constitute a breach of the Terms of Use, and may result in the immediate suspension or termination of *all* accounts associated with the individual or entity and access to the Service, without prior notice or liability.

We reserve the right to transfer our Service in part or full to another entity without the prior notice.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Queensland, Australia, without regard to its conflict of law provisions. For these Terms, a Calendar Day is determined in accordance to dates and times in Queensland, Australia.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Liability for our Service

No warranty in addition to those required by Australian consumer rights legislation is provided and we are not liable for any losses incurred for the incorrect, incomplete, or termination of Service. Subject to Australia consumer rights legislation and the Refund Policy accessible via the Inception Equity Pty Ltd website, the user fully indemnifies us against any and all loss, damages, and costs incurred as a result of, but not limited to, the following: force majeure, equipment outages, termination of licenses, technical faults caused for any reason whatsoever and termination of the Service for any reason whatsoever.

Contact Us

If you have any questions about these Terms, please contact us at query@inceptionequity.com.