

Terms of Service

These terms of service ("Agreement") set forth the general terms of service of your use of the <https://www.leando.com.au> ("website") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Leando Technology Services ("Leando Technology Services", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Leando Technology Services even though it is electronic and is not physically signed by you, and it governs your use of the Website, website and Services.

If you do not agree with all of these Terms of Service, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms of Service for future reference.

1. Information About Us

Leando Technology Services Company is located in Australia. We provide fully tailored business support solutions and comprehensive managed IT services on our platform (Services). These are the terms on which we provide our services to you. By using our Services, you agree to be bound by these Terms of Service.

2. Accounts and membership

You must be at least 18 years of age to use the Website and Services. By using our website and Services and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account on our website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to,

monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

3. Client's obligations

3.1 You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Leando Technology Services or authorised within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3.2 You represents, covenants and warrant that You will use the Services only in compliance with Leando Technology Services’ standard published policies then in effect (the “Policy”) and all applicable laws and regulations. You hereby agree to indemnify and hold harmless Leando Technology Services against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of the Services. Although Leando Technology Services has no obligation to monitor your use of the Services, Leando Technology Services may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers

and the like (collectively, "Equipment"). You shall also be responsible for maintaining the security of the Equipment, your account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your account or the Equipment with or without your knowledge or consent.

3.4 You shall, and shall procure that the other members of your company/ organisation shall:

(a) give or procure access to any of the facilities or premises of You or each member of your company/organisation to the extent reasonably required by employees and subcontractors of any member of Leando Technology Services' staff in connection with the provision of the Services;

(b) at your own cost, promptly provide to the Leando Technology Services all information (including copies of documents and data) and other assistance reasonably required by any member of the Leando Technology Services to provide, or procure the provision of, the Services in accordance with this agreement;

(c) ensure that those of its personnel whose decisions are necessary for the performance of the Services are available at all reasonable times for consultation on any matter relating to the Services;

(d) not cause Leando Technology Services or any member of the Leando Technology Services' staff to breach any obligation (contractual, tortious or otherwise) which Leando Technology Services or member owes to the Suppliers. You shall indemnify the Leando Technology Services and each member of the Leando Technology Services' affiliates against each loss, liability and cost (including reasonable legal expenses) which results from a breach of this sub-clause;

(e) take reasonable steps to ensure the safety of any of the employees or contractors of any member of Leando Technology Services who visit the premises of any member of your organisation;

(f) use the Services solely for the purposes of carrying on the Business;

(g) not use, or attempt to access or interfere with, any communications systems, information technology systems or data used by the Leando Technology Services, unless authorised to do so under this agreement. You shall indemnify Leando Technology Services and each member

of Leando Technology Services against each loss, liability and cost (including reasonable legal expenses) which results from a breach of this sub-clause; and

(h) co-operate with Leando Technology Services in any reasonable security arrangements which Leando Technology Services considers necessary to prevent You or any member of your organisation, or any unauthorised third party, accessing a system or data in a manner prohibited by sub-clause 3.4(g).

4. Purchases

4.1 If you wish to purchase our service made available through the Website (“Purchase”), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

4.2 You represent and warrant that: (i) you have the legal right to use any card(s) or other payment methods (s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

4.3 We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

4.4 We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

5. Billing and payments

5.1 You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected.

5.2 Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles will be set depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Leando Technology Services cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting us via email at hello@leando.com.au our support team.

5.3 A valid payment method is required to process the payment for your subscription. You shall provide Leando Technology Services with accurate and complete billing information that may include but is not limited to full name, address, state, postal or zip code, telephone number, and valid payment method information. By submitting such payment information, you automatically authorize Leando Technology Services to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Leando Technology Services reserves the right to terminate your access to the Service with immediate effect.

5.4 All monthly payments billed will not be refunded if you decide to cancel mid-month and the same goes for annual if you cancel mid-year there will not be any refund and the subscription will be alive for the remaining contract period

6. Renewals

6.1 On the expiry of each **Subscribed Service Period**, the **Subscribed Services** shall continue and automatically renew for further consecutive periods of the same duration as the initial Subscribed Service Period (each a **Renewal**). This clause shall not apply in respect of **Trial Services** (which shall not renew unless otherwise expressly stated in the Order).

If either party does not wish for the **Subscribed Services** to renew it may cause the **Subscribed Service** to expire by notice provided such notice is served at least 28 days prior to the next Renewal commencing. If notice is not served within the timeframes set out in this clause, the **Subscribed Service** shall renew in accordance with the Renewal clause above.

7. Fee Changes

7.1 Leando Technology Services in its sole discretion and at any time may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. Leando Technology Services will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

8. Accuracy of information

8.1 Occasionally there may be information in the Website and on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Website and on our website should be taken to indicate that all information on the Website or Services has been modified or updated.

9. Third-party services

9.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third-party websites or third party operators. We

are not responsible for and do not endorse any third-party websites or their availability or content.

9.2 If you decide to enable, access or use third-party services, be advised that your access and use of such other services are governed solely by the terms of service of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such services. You irrevocably waive any claim against Leando Technology Services with respect to such other services. Leando Technology Services is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting Leando Technology Services to disclose your data as necessary to facilitate the use or enablement of such other services.

10. Backups

10.1 We are not responsible for the content residing on our website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

11. Advertisements

11.1 During your use of our website and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall

have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

12. Prohibited uses

12.1 In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

13. Intellectual property rights

13.1 Our website and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Leando Technology Services and its licensors. The website and services we provide are protected by copyright, trademark, and other laws of Australia. Our trademarks may not be used in connection with any product or service without the prior written consent of Leando Technology Services.

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from,

such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world.

13.2 This Agreement does not transfer to you any intellectual property owned by Leando Technology Services or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Leando Technology Services. All trademarks, service marks, graphics and logos used in connection with the website, Website and Services, are trademarks or registered trademarks of Leando Technology Services or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Leando Technology Services or third-party trademarks.

14. Disclaimer/Disclaimer

14.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

14.2 We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

15. Submissions

15.1 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgement or compensation to you.

15.2 You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions

16. Limitation of liability

16.1 To the fullest extent permitted by applicable law, in no event will Leando Technology Services, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of the content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Leando Technology Services and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount or any amounts actually paid by you to Leando Technology Services for the occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

17. Indemnification

17.1 You agree to indemnify and hold Leando Technology Services and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website, Website and Services or any willful misconduct on your part.

18. Severability

18.1 All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

19. Dispute resolution

19.1 The parties shall use all reasonable endeavours to resolve any dispute amicably and in good faith. This document is governed by and are to be construed in accordance with the laws of Australia applicable therein.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Australia (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

20 Assignment

20.1 You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

21. Communications

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. For contractual purposes, you

(a) consent to receive communications from Leando Technology Services in an electronic form; and

(b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Leando Technology Services provides to you electronically satisfy any legal obligation that such communications would satisfy if it were in hard copywriting.

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt-out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at hello@leando.com.au

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means

22. Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website at any time, effective upon posting of an updated version of this Agreement on the Website. When we do,

we will revise the updated date at the bottom of this page. Continued use of the Website, Website and Services after any such changes shall constitute your consent to such changes.

23. Privacy Policy

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information. Users of our website and Us shall comply with all requirements of the Data Protection Legislation.

24. Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

25 Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via the [contact form](#) on our website or by email: hello@leando.com.au.