

e-LMS Electronic Lodgement of Mailing Statements

Terms and Conditions

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- 3) Save for the above, Australia Post does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into e-LMS or in the user interface of e-LMS.
- 4) You acknowledge and agree that the information contained on e-LMS may include technical inaccuracies. You acknowledge and agree that e-LMS information is subject to change at any time and may not necessarily be up to date or accurate at the time you view it. You should enquire with us directly to ensure the accuracy and currency of the material you seek to rely upon.
- 5) You must ensure that all users of e-LMS have separately registered using this application form. Each user is responsible for all activities performed under their Australia Post e-LMS user name and password. Each user must keep their password secure and not disclose or share it with other person(s). You must notify us if you become aware of any inactive user accounts at your business so we can remove the account from the system.
- 6) To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), and subject to clause 7:
 - a) neither Australia Post, nor any of its directors, officers, employees or agents makes any representation or warranty as to the accuracy, completeness, currency, suitability or reliability of e-LMS information (including in relation to any goods or services) and none of them accept any responsibility arising in any way (unless caused by their gross negligence, wilful misconduct or fraud) for errors in, or omissions from, e-LMS information or your reliance on such information; and
 - b) e-LMS is provided "AS IS" and all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of the Terms and Conditions or to the Terms and Conditions generally, including without limitation, warranties as to: quality; fitness; merchantability; correctness; accuracy; reliability; correspondence with any description or sample, meeting your or any other requirements; uninterrupted use; compliance with any relevant legislation and being error or virus free are excluded.
- 7) Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (a "**Non-Excludable Condition**"). Where permitted by law, and provided it is reasonable to do so, Australia Post limits its liability for any breach of such Non-Excludable Condition, to any one or more of the following:
 - a) if the breach related to goods:
 - i) the replacement of the goods; or
 - ii) the supply of equivalent goods; or
 - iii) the repair of such goods; or
 - iv) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - v) the payment of the cost of having the goods repaired; and
 - b) if the breach relates to services:
 - i) the supplying of the services again; or
 - ii) the payment of the cost of having the services supplied again.
- 8) In no event will Australia Post, or any of its directors, officers, employees or agents be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss or damages or any loss or damages whatsoever, including but not limited to, loss of use, data, or profits, arising out of or in connection with:
 - a) your use or access, or any inability to use or access, e-LMS or its contents;
 - b) goods or services supplied by Australia Post under these Terms and Conditions;
 - c) a failure or omission on the part of Australia Post to comply with its obligations under these Terms and Conditions; or
 - d) your failure to comply with these Terms and Conditions,except to the extent that such loss or damage is directly caused by Australia Post's gross negligence, fraud or wilful misconduct.
- 9) To the extent permitted by law, Australia Post is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of e-LMS, unless such loss arises from Australia Post's gross negligence, wilful misconduct or fraud. You must take your own precautions to ensure that whatever you select for your use from e-LMS is free of viruses or any other thing that may interfere with or damage the operations of your computer systems.
- 10) While we use reasonable efforts to make the System available to you on a continuous basis and without interruption, the System and the materials displayed on it may not be accessible from time to time due to act of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.
- 11) You must not attempt to change, add to, remove, deface, hack or otherwise interfere with e-LMS or any material or content displayed on e-LMS.
- 12) These Terms and Conditions are governed by and construed in accordance with the State of Victoria, Australia. In the event that a dispute arises from these Terms and Conditions, the parties each agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- 13) Australia Post can terminate your use of and/or access to e-LMS:
 - a) if you have breached these Terms and Conditions and have failed to remedy the breach within a reasonable period after receiving notice; or
 - b) in circumstances where Australia Post is discontinuing the e-LMS services, by providing you with reasonable prior notice of its intention to do so.
- 14) Australia Post reserves the right to amend the Terms and Conditions at any time by providing you with reasonable prior notice of the amendments. For the purposes of this clause 14):
 - a) any material changes to the Terms and Conditions will be notified to you via email;
 - b) Australia Post may provide notice of all other amendments by displaying the amended Terms and Conditions on e-LMS.
 - c) Where such amendments are displayed on e-LMS, or provided to you via email your use and/or access of e-LMS after the amendments are notified to you will be construed by Australia Post as your agreement to those amended Terms and Conditions.
- 15) Failure or neglect by either party to enforce at any time any of the provisions of this agreement shall not be construed or deemed to be a waiver of that party's rights under this licence.
- 16) If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, the Terms and Conditions shall remain otherwise in full force apart from such provision or part provision, which shall be deemed deleted.