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2. USE OF INTERNET TECHNOLOGY.

Levart Distribution Systems Pty Ltd grants you a limited, non-transferable license to use Levart Distribution Systems Pty Ltd's technology to create a Website in accordance with the terms and conditions of this Agreement. You may only use this site to represent your business including the provision of general product information, intake of reservations and the management of rates and inventory. You agree that the technology will not be used for any other purpose without the prior written consent of Levart Distribution Systems Pty Ltd.

You may not use any "robot," "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this site, in any case without the prior written permission of Levart Distribution Systems Pty Ltd.

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3. RESPONSIBILITY

On purchase of a site license, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You understand that you are financially responsible for all uses of this site by you and those using your login information.

4. REVIEW OF TRANSMISSIONS

You agree that if you submit any information for use, you grant Levart Distribution Systems Pty Ltd a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology. Levart Distribution Systems Pty Ltd takes no responsibility and assumes no liability for any content posted or submitted by you.

5. LIMITATION OF LIABILITY.

Levart Distribution Systems Pty Ltd assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in this technology or your downloading of any materials, data, text or images. In no event shall Levart Distribution Systems Pty Ltd be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use of this technology, (ii) any failure or delay (including, but not limited to the use of or inability to use any component of this site for reservations), or (iii) the performance or non performance by Levart Distribution Systems Pty Ltd, even if such party has been advised of the possibility of damages to such parties or any other party.

If, notwithstanding the foregoing, Levart Distribution Systems Pty Ltd should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this site or its content, the liability of Levart Distribution Systems Pty Ltd shall in no event exceed the remaining pro-rata amount of the licence fee.

6. RELATIONSHIP.

The relationship between Levart Distribution Systems Pty Ltd and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

7. GOVERNING LAW.

This Agreement and its performance shall be governed by the laws of the state of Western Australia, Australia. You consent and submit to the exclusive jurisdiction of the state and federal courts located in the state of Western Australia, Australia, in all questions and controversies arising out of this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your use of this technology must be brought within six months from the date on which such claim or action arose.

8. ATTORNEY'S FEES.

If Levart Distribution Systems Pty Ltd takes any action to enforce this Agreement and these terms and conditions, they will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

9. INJUNCTIVE RELIEF.

You acknowledge that a violation or attempted violation of any of this Agreement and these terms and conditions will cause such damage to Levart Distribution Systems Pty Ltd as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Levart Distribution Systems Pty Ltd shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by You, or Your affiliates, partners, or agents, as well as recover from You any and all costs and expenses sustained or incurred by Levart Distribution Systems Pty Ltd in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

10. TERMINATION.

Levart Distribution Systems Pty Ltd may terminate this Agreement and/or the provision of any of the services at any time for any improper use of this technology or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which Levart Distribution Systems Pty Ltd may be entitled, at law or in equity. Upon termination of this Agreement and these terms and conditions, all rights granted to you will terminate and revert to Levart Distribution Systems Pty Ltd.

11. ASSIGNMENT.

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

12. HEADINGS.

The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

13. ENTIRE AGREEMENT.

This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.