

## **Product Terms**

These Terms and Conditions govern your use of the smartecworld.com website (the Site) and your relationship with Smart Technologies (Pvt) Ltd (SMARTEC). By accessing or using the website, you acknowledge that you have read, understood and agree to be bound by the following Terms of Use and Privacy Policy. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not use the smartecworld.com.

### **1. Use of the Site**

The Site is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the Site you agree to be bound by these SMARTEC Terms and Conditions. These Terms and Conditions govern your use of the Site and all services provided in connection with this.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

### **2. Amendments**

We may revise these Terms and Conditions from time to time without notice to you.

### **3. Registration**

To register with smartecworld.com you must be over eighteen years of age. You must ensure that the details provided by you on registration or at any time are correct and complete. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.

### **4. Password and security**

When you register to use the Site you will be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. You will be responsible for all activities and orders that occur or are submitted under your password. If you know or suspect that someone else knows your password you should notify us by contacting Customer Services (see below for contact details) immediately. However you could be held liable for losses incurred by SMARTEC or any other party due to someone else using your password. You may not use anyone else's password at anytime without the permission of the password holder.

If we have reason to believe that there is likely to be a breach of security or misuse of the Site, we may require you to change your password or we may suspend your account in accordance with paragraph 11 below.

### **5. Intellectual property**

The content of the Site is protected by copyright, trademarks, database and other intellectual property rights. You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without our written permission.

No license is granted to you in these Terms and Conditions to use any of our trade mark(s) or our affiliated companies including, without limitation, the trade marks such as Smart Technologies and all the Brands

## **6. Limitations**

You may not use the Site for any of the following purposes: disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice gaining unauthorized access to other computer systems interfering with any other person's use or enjoyment of the Site breaching any laws concerning the use of public telecommunications networks interfering or disrupting networks or web sites connected to the Site making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

We reserve the right to refuse to post material on the Site or to remove material already posted on the Site. You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with: any claim by any third party that the use of the Site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice; any claim by any third party that the use of the Site by you infringes that third party's copyright or other intellectual property rights of whatever nature; and any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Site by you.

## **7. Availability of the Site**

Although we aim to offer you the best service possible, we make no promise that the services at the Site will meet your requirements. We cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to the Customer Services (see below for contact details). You need JavaScript enabled to view it, and we will attempt to correct the fault as soon as we reasonably can.

Your access to the Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can. Access to the Site may be monitored by us or our nominees.

## **8. Our right to suspend or cancel your registration**

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach your obligations under these Terms and Conditions. You can cancel this agreement at any time by informing us in writing. If you do so, you must stop using the Site. The suspension or cancellation of your registration and your right to use the Site shall not affect either party's rights or liabilities. Paragraphs 5, 7, 8, 9, 11, 12, 15 and 16 of these Terms and Conditions shall survive cancellation.

## **9. Our liability**

The Site is provided by us without any warranties or guarantees. You must bear the risks associated with the use of the Internet. The Site provides content from other Internet sites or resources and while we try to ensure that material included on the Site is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site. If we are informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can. In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Site with any of your equipment, software or telecommunications links
- technical problems including errors or interruptions of the Site
- unsuitability, unreliability or inaccuracy of the Site
- inadequacy of the Site to meet your requirements

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Site. Nothing in this paragraph 9 applies to our statutory liability in respect of products sold through the Site. Nothing in these Terms and Conditions shall exclude our liability for personal injury or death caused by our negligence. Our acceptance of an order takes place on dispatch of the order, at which point the purchase contract will be made and you will be charged for your order.

#### **10. Third Party Websites, Content, Products and Services**

The Site provides links to Web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Site. You agree that We are not responsible for the availability of, and content provided on, third party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. You agree that we are not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements, and understand that you bear all risks associated with the use of such content. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that we are not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that we are not responsible for any loss or damage of any sort you may incur from dealing with any third party.

#### **11. Advertising and Sponsorship**

Part of the Site may contain advertising and sponsorship. Advertisers and Sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes. We will not be responsible for any error or inaccuracy in advertising and sponsorship material.

#### **12. Applicable Law**

All matters relating to your access to, and use of, the Site shall be governed by laws of the Sri Lanka. Any legal action or proceeding relating to your access to, or use of, the Site shall be instituted in a competent court in Sri Lanka. You and SMARTEC agree to submit to the jurisdiction of, and agree that venue is proper in such legal action or proceeding.

#### **13. International Use**

We make no promise that materials on the Site are appropriate or available for use in locations outside Papua New Guinea, and accessing the Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Site from locations outside Papua New Guinea, you do so on your own initiative and are responsible for compliance with local laws.

#### **14. Miscellaneous**

You may not assign, sub-license or otherwise transfer any of your rights under these SMARTEC Terms and Conditions. If any provision of these SMARTEC Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these SMARTEC Terms and Conditions, which shall remain in full force and effect. If you breach these SMARTEC Terms and Conditions and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the SMARTEC Terms and Conditions. We shall not be liable for any delay or failure to perform obligations under these Terms and Conditions or any transaction arising there from due to causes beyond our reasonable control and without fault or negligence on our part, including but not limited to:

1. Acts of God such as earthquake, fire, explosion, storm, flood or other adverse weather conditions;
2. Force majeure such as war, riots, civil disorder, terrorism, strikes, lockouts or other industrial action, confiscation or other action by government agencies.

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE INACCURACIES AND TYPOGRAPHICAL ERRORS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We MAKE NO WARRANTY THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. WE HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE. These two paragraphs already appear to be covered in Para 11.

WE RESERVE THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SITE AT ANY TIME WITHOUT NOTICE.

#### **15. Disclaimer**

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE INACCURACIES AND TYPOGRAPHICAL ERRORS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We MAKE NO WARRANTY THAT: (A) THE SITE WILL MEET YOUR

REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

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#### **16. Limitation of Liability**

IN NO EVENT SHALL We, our affiliated companies or holding company or our suppliers BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE other than on account of gross negligence or willful default on our part.

#### **17. Indemnity**

You agree to defend, indemnify and hold harmless us, our officers, directors, employees, suppliers and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site.

#### **18. Privacy Policy**

Smart Technologies ("SMARTEC", or "we", or "us") is committed to respecting your online privacy and recognize your need for appropriate protection and management of any personally identifiable information (Personal Information) you share with us.

We established this Privacy Statement so that you can understand the care with which we intend to treat your Personal Information.

Personal Information means any information that may be used to identify an individual, including, but not limited to, a first and last name, a home or other physical address or an email address or other contact information, whether at work or at home. In general, you can visit our web pages without telling us who you are or revealing any Personal Information about yourself.

In some circumstances, such as a contest or promotion, we may expressly request your consent to the collection, use or disclosure of your personal. By providing your personal information, we assume, unless indicated otherwise, that you consent to the collection, use and disclosure of this information for the purposes described in contest rules or in this policy.

We may collect your personal information for the following purposes:

- a) To receive further communications and customer service from Smart Technologies.
- b) To communicate with you for the purpose of marketing.

If you choose to provide us with your Personal Information on the Web, we may transfer that Information within our organization or approved third-party service providers, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world.

We strive to comply with all applicable laws around the globe that are designed to protect your privacy. Although legal requirements may vary from country to country, we intend to adhere to the principles set forth in this Privacy Statement even if, in connection with the above, we transfer your Personal Information from your country to countries that may not require an "adequate" level of protection for your Personal Information. In other words, our goal is to provide protection for your Personal Information no matter where that Personal Information is collected, transferred, or retained.

#### *Cookies and Other Tracking Technologies:*

Some of our web pages utilize "cookies" and other tracking technologies. A "cookie" is a small text file that may be used, for example, to collect information about Web site activity. Some cookies and other technologies may serve to recall Personal Information previously indicated by a Web user. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them.

You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser, but please note that if you choose to erase or block your cookies, you will need to re-enter your original user ID and password to gain access to certain parts of the Web site.

Tracking technologies may record information such as Internet domain and host names; Internet protocol (IP) addresses; browser software and operating system types; click stream patterns; and dates and times that our site is accessed. Our use of cookies and other tracking technologies allows us to improve our website and your web experience. We may also analyze information that does not contain Personal Information for trends and statistics.

#### *To protect your privacy, we have adopted the following principles:*

*Notice:* Where we collect Personal Information on the web, we intend to post a purpose statement that explains why Personal Information will be collected and whether we plan to share such Personal Information outside of our organization or those working on our behalf. We do not intend to transfer Personal Information without your consent to third parties who are not bound to act on our behalf unless such transfer is legally required.

*Choice:* You may choose whether or not to provide Personal Information to us. The notice we intend to provide where we collect Personal Information on the Web should help you to make this choice. If you choose not to provide the Personal Information we request, you can still visit most of our Web sites, but you may be unable to access certain options, offers, or obtain any services provided by us that involves our interaction with you. If you chose to have a relationship with us, such as a contractual or other business relationship or partnership, we will naturally continue to contact you in connection with that business relationship.

*Security:* We do our utmost to protect and safeguard your personal information using physical, electronic and procedural measures appropriate to the sensitivity of the information, including safeguards to protect your information against loss and theft, as well as unauthorized access, disclosure, copying, use, or modification.

*Access/Accuracy:* To the extent that you do provide us with Personal Information, we wish to maintain accurate Personal Information. Where we collect Personal Information from you on the Web, our goal is to provide a means of contacting us should you need to update or correct that Information.

*Third Party Services:* Third parties may provide certain services available on www.smartecworld.com on our behalf. We may provide information, including Personal Information that we collect on the Web, to third-party service providers to help us deliver programs, products, information, and services. Service providers are also an important means by which we maintain our website and mailing lists. We will take reasonable steps to ensure that these third-party service providers are obligated to protect Personal Information on our behalf. We do not intend to transfer Personal Information without your consent to third parties who are not bound to act on our behalf unless such transfer is legally required. Similarly, it is against our policy to sell Personal Information collected online without consent.

*Children's Privacy:* Our website is not structured to attract children. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 13 years of age.

*Commitment:* We are committed to privacy and support current industry initiatives to preserve individual privacy rights on the Internet. Protecting your privacy online is an evolving area, and our websites are constantly evolving to meet these demands. If you have any comments or questions regarding our Privacy Statement, please contact us and we will address any issue to the best of our abilities as soon as possible.

*Your Consent:* By using this website, you consent to the terms of our Privacy Statement and to our processing of Personal Information for the purposes given above. Should the Privacy Statement change, we intend to take every reasonable step to ensure that these changes are brought to your attention by posting all changes prominently on our website for a reasonable period of time.

## **19. Legal Compliance**

You may not access, download, use or export the Site, or the content, software, products or services provided on the Site in violation of any other applicable laws or regulations.

The smartecworld.com website is owned and operated by Smart Technologies (Pvt) Ltd, a company registered in Sri Lanka, whose registered office is at No. 87-1/1, Suwisuddarama Road, Colombo 06, Wellawatta, Sri Lanka.

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