

Daledon™ Standard Terms of Service

These terms and conditions outline the rules and regulations for the use of the websites, applications, services, and/or products of the Daledon™ and all voluntarily complying parties (voluntary compliance), unless stated otherwise.

Daledon is located at:
119 Helen Street,
Sefton, NSW 2162, Australia

Daledon contact information:
Email: mail@daledon.com or realdaledon@gmail.com
Website: <https://daledon.com/>

By accessing or using any website, application, service, and/or product by any mentioned or complying entity, we assume you accept all the current applicable terms and conditions in full. Please, do not continue to use any such website, application, service, and/or product if you do not accept all of the terms and conditions.

The following terminologies apply to this entire Terms of Service Statement and Disclaimer Notice and any or all Agreements: "Client", "Customer", "You", and "Your" refers to you, the person accessing any website, application, service, and/or product by any mentioned or complying entity, and accepting this Daledon Standard Terms of Service (also called the Daledon Terms of Service). "The Company", "Ourselves", "We", "Our", "Us" and even "Daledon", refers to Daledon and/or any voluntarily complying entity. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "The Products" refers to the websites, services, products, and/or the apps of Daledon and/or any voluntarily complying entity under this statement. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration or any other means, for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services/products, in accordance with and subject to, prevailing law of Australia. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same. Any correction to this statement is appreciated.

The License

Unless stated otherwise, we and/or our licensors hold the intellectual property rights for all the materials on all of our products. Our products may contain our, our licensor's, our partner's, and/or other entity's service marks or trademarks, in the form of words, graphics, and/or logos. All rights to the intellectual properties are reserved by their respective lawful owners. Please contact the respective lawful owners of the intellectual properties for any query or guideline.

If any of our brand name and/or trademark (except as a company name) must be used, the following rules must be followed:

- 1) In correspondence, white papers, press releases, memos, advertising, videos, slides, and other multimedia presentations:
 - a) All trademarks should be properly designated (with ®, TM, or SM) at the most conspicuous usage (typically a title) and on the first mention in the content.
 - b) Trademarks should be identified using the appropriate trademark symbol on every page, slide, supporting contents, and foil in the case of presentation graphics.
- 2) In newsletters, magazines, and publications containing multiple articles:
 - a) All trademarks should be properly designated (with ®, TM, or SM) on the first mention in the "Table of Contents", headlines, and the first mention in all the articles and chapters in which they are utilised.
- 3) In brochures, books, periodic reports, technical documentations, support documentations, scripts, and other bound documents:
 - a) All trademarks should be properly designated (with ®, TM, or SM) on the first mention.
- 4) Properly indicate trademarks (with ®, TM, or SM) in all images, charts, and graphs, as they can be duplicated or extracted and used separately from the rest.
- 5) Always include the trademark sign in all the references in all the tag lines that include any trademark slogan.
- 6) When placing a trademark as a logo or equivalent image or graphics, the spacing must be blank and equal on all sides, unless stated otherwise. You can ask for written permission if the placing should be otherwise for design aesthetics.
- 7) If any colour palette is mentioned for any logo or equivalent in any official branding guide, that colour palette must be used.

Unless stated otherwise, any blog post, newsfeed, podcast, or user-generated content on any of our product is a joint ownership property of us and the original content developer or creator. The license for all those contents is equivalent to our standard license. All content creators should, therefore, accept the full terms of service with additional agreements before publishing, if applicable. Exceptions can apply only to holders of special agreements. Unless stated otherwise, for text and/or image contents, you can view and/or print strictly only for your personal use from our products.

Our products can also use products legally protected by third-party copyrights. Such third parties have their license or copyright policies and are listed and stated where applicable or in this document. Nevertheless, to the best of our knowledge, none of our products have any third party product that has a licensing or copyright policy that contrasts with ours or has an impact on you during their implementation. We have taken extra care to ensure compliance with such products, but because they are by third parties, we cannot guarantee anything. Any report, clarification, and suggestions will be appreciated.

In general, you must not:

- I. Republish any material from our products without our proper permission
- II. Sell, resell, rent, or sub-license any material from our products without our proper permission
- III. Reproduce, duplicate, or copy any material from our products without our proper permission
- IV. Cache any content in any local server if not for normal internet services
- V. Redistribute any content from our products without our proper permission (unless the content is specifically made for redistribution and clearly mentioned by us)

Disclaimer Policy

To the fullest capacity permitted by applicable law, we exempt all representations, assurances, and conditions relating to our products and the use of our products (including, without limitation, any assurances mandated by law as regards acceptable consistency, fitness for purpose, and/or the use of appropriate care and skill).

Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under any applicable law; and
4. exclude any of our or your liabilities that may not be excluded under any applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

All the contents of our products are released for general knowledge purposes only and in good conscience. We make no assurances about the completeness, reliability, or accuracy of the whole content. Any action you take upon the contents that you find on our products is at your own risk. We will not be responsible for any loss and/or harm resulting from the use of our goods. We have tried our best not to make any false claim. You can report any issue to us anytime, however.

You may visit, view, buy, rent, download, or install products from our product catalogues that are developed, produced, or maintained by any third-party authority. Although we aspire to ensure adequate protection, we have no control over the content and nature of these third-party products. Any hyperlink to any third-party product of any type, except for legally supported material, does not mean a recommendation of any sort. Moreover, any third-party product and its stakeholders can significantly change anything without notification and may take effect before we can take any appropriate action.

Please also be advised that such a third-party product might have different privacy policies and terms outside of our control when you leave our products or when you are diverted to another third-party product. Be sure to review those products' privacy policies as well as their terms before engaging in any business or uploading any details.

We do not approve any terms and conditions for any legally supported content, which conflicts with our terms of service. While we take special care and adhere to a special agreement when accepting any such, we still classify those as a third-party and our policy on the disclaimer of any third-party product also applies to those.

The price, cost estimation, and/or any monetary amount indicated for any type of product developed, produced, and/or maintained by us or third-party can be changed by us, at our end, at any time or time to time with no obligation for explanation. Same applies to the stock, product, description, specification, use case, technical data, review data, and/or presentation of such products. We will not be responsible for any alteration, price change, suspension, or discontinuance of any of our products with you or with any third party. The pricing of any third-party developed, produced, and/or maintained product advertised, listed, and/or sold by us is decided by us, which can be more or less than the original suggested price. Same applies to the description, specification, use case, technical data, review data, and/or presentation of such products.

Any type of information and images related to any third-party developed, produced, and/or maintained product advertised, listed, and/or sold by us is supplied directly either by the original product manufacturer or taken from popular authentic sources. We cannot assure any form of accuracy of those information, unless stated otherwise.

We have a period of our 21 working days to address any complaints we receive and will have no obligation to answer directly to you. Your privacy will be kept unless we ask your permission for the disclosure of your details, or parts of it and you agreed to do so. However, we may share or disclose your details, or parts of it, if it is a matter of security and/or a government is involved.

Contract and Quotation Policy

When contracts and/or quotations are involved, the contract between you and us for the provision of our products is formed by this document and the contract and/or quotation provided to you by us. As a result, a contract and/or quotation is invalid if you can't or didn't comply with any of our policies that are relevant to the quotation. Moreover, any contract or quotation will be immediately terminated, usually with notice, if we found any negative comment, post, share, or anything related from you or your members.

The products specified in the contract and/or quotation will be provided by us as offered. In case of any unavoidable circumstance, we will contact you to renegotiate. The contract and/or quotation may have some clauses that maybe conflicting with this document, but if we accept, that won't make the contract and/or quotation invalid since a contract and/or quotation is very specific and will be ending as soon as the products are delivered.

We treat each contract and/or quotation individually, so one contract and/or quotation cannot be a reference to another contract and/or quotation. As a result, you may have two contracts and/or quotations with two different prices and policies.

Any quotation made by us to you is only valid for 5 business days. After that, if that quotation is not discussed, processed, or accepted by you, the quotation will expire automatically. No reference from that quotation for a new quotation will be accepted. After the expiry, we have no obligation to act on the quotation or the price, even if we sometimes chosen to do so in some cases.

Where scheduled payments are involved, your contract will be put on hold if you miss the payment date, unless stated otherwise. If any payment is due more than 14 days without proper extension permission, the contract will be automatically terminated, unless stated otherwise. Any loss due to any contract and/or quotation being on hold or terminated is not our liability.

Whenever we terminate your contract and/or quotation, we won't issue any refund of any amount to you or anyone related. However, your due to us of any amount must be paid in full including all applicable additional costs.

You may choose to terminate a contract and/or quotation by letting that to get expired. You may also choose to terminate a contract by contacting us with valid and understandable reasons. Stopping payments and/or cooperation instead of directly contacting us is subject to legal actions and/or monetary fines.

Warranty Policy

Any product, even if third-party, purchased from us, with or have warranty and/or replacement guarantee, is warranted by the original manufacturer(s) and/or the supplier(s) to be of satisfactory quality and sufficiently fit for all of the uses for which similar products are typically made. All those products are comprehensively tested by us, the manufacturer(s), and/or the supplier(s) before they are sold and/or shipped to you or any party. That is why you must accept and comply with our warranty terms to keep your warranty and/or replacement guarantee. We reserve the right to void your warranty and/or replacement guarantee if no satisfactory evidence found in our judgement. And this warranty only can be enforced and/or claimed by the original purchaser with the proof of purchase, unless stated otherwise.

Our warranty does not cover any deficiency in the product caused by normal wear and tear, deliberate disruption, accident, removed seal, and/or negligence by you or any third party. Our warranty also does not cover if you used the product in a way that we and/or the manufacturer(s) do not recommend, your failure to follow instructions, your failure to use for legally accepted purposes, and/or any alterations and/or repairs you made without our official written permission.

Any damage caused by water, damp, corrosion, wet conditions, out of range temperature level, out of range altitude level, and/or out of range humidity level is not covered. Any damage caused by excessive overclocking, overheating, power grid faults, power grid load shedding, lightning strike, voltage surge, faulty power supply, faulty accessories, sudden power cut, short-circuit, drop, misuse, abuse, cut, and/or fire is not covered as well.

To comply with our warranty terms, you cannot disassemble, make changes, and/or replace any components and/or software without our written permission. You must contact us before performing such actions. We don't cover the pre-installed software under our warranty, so you must install official updates whenever available.

If a product mentions to have replacement guarantee, you must be able to safely return the product to activate the process. But first, you must take written authorization from us and ensure your full data backup. The return shipping cost is your responsibility, and you have to provide us with a tracking number, unless stated otherwise.

Unless stated otherwise, all applicable products have 24 (twenty-four) weeks of warranty. Unless stated otherwise, all applicable products have 4 (four) weeks of replacement guarantee. The warranty and/or replacement guarantee period will be based on the invoice date. Within the specified warranty period, if you have any issue that complies with our warranty policy, contact us immediately. Depending on situation, a solution will be provided as soon as possible.

Hyperlinking Policy

Our policy on hyperlinks covers not just links to websites but also references and frames (i.e. iframe). We reserve the right to request, at any time and in its absolute discretion, that you delete all hyperlinks to our products or any particular connexion. On such a request you agree to delete all kinds of links to our products immediately. We always reserve the right, at any time, to change these terms and conditions and the policy on hyperlinking. Through continuing to hyperlink to our products, you agree to be bound and abide by our latest terms and conditions of hyperlinking. Despite a trademark licensing agreement or your acceptance of our license terms, as mentioned in this document, no use of our logos or other artworks would be permitted for any kind of connexion. You must get a written approval to use our logos or other artworks for any kind of connexion.

- 1) The following organizations may hyperlink to our products without prior written approval:
 - a) holders of special agreements;
 - b) government agencies;
 - c) search engines;
 - d) news organizations;
 - e) educational institutes;
 - f) online directory distributors; and
 - g) accredited businesses, soliciting non-profit organizations, charity shopping malls, charity fundraising groups, and voluntarily complying entities.
- 2) The organizations listed above may hyperlink to any of our website or other information, given that the hyperlink: (a) respects our rights; (b) is in no way deceptive; (c) does not falsely imply the support, endorsement or approval of the linking party and its products; and (d) fits within the context of the site of the linking party. These conditions also apply for the written approval holders as well.
- 3) By accepting all the conditions, anyone can email us with comprehensive intent requests for written approval of hyperlinking. We will check the request carefully and confirm our decision as soon as possible. Any requests after hyperlinking will not be accepted.

While we are continuing to work to assure that the information on our products is accurate, we do not warrant its comprehensiveness or accuracy; nor are we committed to ensuring that the website remains available or that any content on our products is kept current. Additionally, we also use sponsored contents and links.

If, for any reasonable reason, you find any hyperlink on our products or any related property objectionable, you may contact us about this directly. We will accept requests for removal of links, but there will be no requirement to do so, if you don't have any hyperlinking policy, or to respond directly to you.

User Comment Policy

Some sections of our products provide you and other users with the opportunity to post and exchange opinions, information, content, and data ('Comments'). We usually do not scan, edit, or review comments on any of our products before their publication, and the comments do not represent our opinions or views.

By commenting, you, or a user warrant and portray that:

1. you are qualified to comment on our products or that particular product with all permissions and consents to do so;

2. your comments do not infringe any intellectual property right, including, without limitation, any party's copyright, patent or trademark, or other proprietary rights;
3. there is no defamatory, libellous, insulting, obscene or otherwise illegal content or information in your comments which is an infringement of any right or can be deemed hurtful;
4. your comments do not attract or encourage business or trade, or to address any commercial or illegal activities;
5. you grant us the right to review all your comments and to delete any without any notice which we consider to be unacceptable, offensive or otherwise in breach of these terms and conditions; and
6. you also grant us a non-exclusive royalty-free license to use, reproduce, edit, and approve anyone to use, reproduce, and edit any of your Comments in any form, format, or media at any time we like or think appropriate.

User Generated Content Policy

- 1) The Agreement shall begin on the date hereof.
- 2) The following terms apply to the creators of user-generated content, unless stated otherwise:
 - a) Your content must comply with all our policies;
 - b) Once posted, shared, or published, the content will be treated as like the rest of our contents and all our policies apply, unless stated otherwise;
 - c) Any hyperlinking must be thoroughly checked by you;
 - d) The content will be jointly owned by us and you with credits to you because we will be a non-liable owner since we won't accept any liability;
 - e) No parties of this joint ownership can take any action without notifying the another and the content cannot be removed or hidden for posting, sharing, or publishing elsewhere without any written joint agreement;
 - f) We can monitor your generated contents, take suggestions for those contents, handle complaints made for those contents, and communicate special requests resulted or needed because of those contents;
 - g) You grant us a non-exclusive royalty-free license to use, reproduce, edit, and approve anyone to use, reproduce, and edit any of your Comments in any form, format, or media at any time we like or think appropriate;
 - h) Financial revenues generated from your generated content will be only shared if any relevant written agreement exists between you and us with a specified proportion of revenue or net income sharing;
 - i) You accept that violation of any terms will result in content removal, penalty, and lawsuits; and
 - j) Only a special agreement can override these terms.
- 3) The following conditions apply for the user-generated content users, unless stated otherwise:
 - a) Some sections of our products give users with the opportunity to create content on their own. Those sections can a blog, newsfeed, podcast, or anything relevant. We do not usually inspect, edit, or review those on any of our products before their release and those do not represent our views or opinions.
 - b) Any report regarding any user-generated content is highly appreciated.

Privacy and Cookie Policy

We employ the use of cookies. By using our products, you consent to the use of cookies in accordance with our privacy policy. By default, our privacy policy fully complies with the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). However, a completely different and/or some additional privacy policies may apply. In such cases, the applicable or the additionally applicable privacy policy or policies will be clearly mentioned or referred on the relevant products.

All too many modern technology products use cookies to get details of users from previous interactions. For some parts of our products, cookies are used to allow users to have accessibility, security, and ease of use. Most of our promotional partners, affiliates, technology providers, management service providers, and third-party operational systems use cookies too. Although we aspire to ensure adequate protection, we have no control over those cookies.

Since cookies vary from products to products, all our products have specified cookie sources, cookie management authorities, and their cookie policies. Please read their cookie policy to know why they use their cookies and how you will get benefited from those cookies. Feel free to contact us about any concern, we will try to contact with the related or relevant cookie sources.

Updates

We reserve the right for updating these terms and conditions. Any updates to these terms and conditions may be notified via electronic mediums. We may use website notifications or pop-ups to notify about the change, but it will be maintained for a limited amount of time only. If you want to know about the changes, contact us, we keep version history.

Voluntary Compliance

This terms and conditions statement also equally applies to any other entity wishing to fully comply (voluntary compliance) with the Daledon Standard Terms of Service (or simply, the Daledon Terms of Service).

Any third-party, such as any entity in a form of any project, organization, cooperation, community, and/or anyone involved in any legally accepted operation can chose to voluntary comply with this Daledon Standard Terms of Service. No prior permission is required, but complying entity must accept all the latest Daledon policies in full.

A complying entity should mention and provide link to this document hosted solely by Daledon. This document and the associated links will be maintained as long as possible by Daledon. Any changes may be notified to the complying entity wished to inform Daledon about their compliance. If a complying entity has any concern, we will listen and may take action to fix that.