

Site Usage Policy

1. PREAMBLE

1.1. Welcome to <https://www.smartlynx.au/> (hereinafter – the “Site”), the website, which is operated by SmartLynx Australia, legal entity code: 02079428, address: Ground Floor, Airport Administration Centre, 1 Airport Avenue, Aeroglen, QLD 4870, Australia, (hereinafter the “Owner”).

1.2. The following Site usage policy (hereinafter – the “Site Usage Policy”) provides the rules and requirements on a usage of the Site and regulates the contractual relationship between the User and the Owner.

1.3. This Site Usage Policy is effective as of July 1, 2025.

2. DEFINITIONS

2.1. In this Site Usage Policy the following terms and expressions shall have the following meanings and shall be applicable to capitalized definitions (except for personal pronouns that may be written in capital letters as well as in small letters) in other documents of the Site Usage Policy, if not defined otherwise:

“Cookies Policy”	means the rules and requirements on using cookies on the Site. You can read the Cookies Policy here .
“Owner”	means Avia Solutions Group, by which this Site is operated.
“Personal Information”	means information about the User that is personally identifiable to you, like your name, address, email address or phone number, as well as other non-public information that is associated with the foregoing.
“Privacy Policy”	means the rules and requirements on collection, storage and handling of information (including information about the Users) related to usage of the Site and of Site Services.
“Intellectual Property Rights”	means all rights related to inventions, patents, trademarks, industrial designs, geographic indications of source, copyright, goodwill and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.
“Site”	means the web site https://www.smartlynx.au/ and all related sub-domains of this web site.
“Site Services”	means all and any services that are accessible on the Site (if any) that are provided by the Owner.
“User”, “you”	means (1) a person who is using the Site on his or her behalf, or (2) a person who is using the Site on behalf of a legal person (an enterprise, a company, an organization, etc.). Using this Site means the opening, browsing, collecting data and information from the Site, using the Site Services (if any), filling the forms of service request or search request (if any) and/or using the Site and its content in any other way.

2.2. Capitalized terms used in the Site Usage Policy not defined in this Site Usage Policy are defined in the other documents of the Site Usage Policy or other requirements and guidelines available on the Site.

CORPORATE HEAD OFFICE STREET ADDRESS:

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☎ 1300 759 872

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3. THE SITE USAGE POLICY AND DOCUMENTS OF THE SITE

1. 3.1. The information, obligations, requirements, guidelines available on the Site as well as the documents linked below describe the terms and conditions on which you may use the Site, Site Services and services available on the Site (a further listing sequence does not mean granting of a priority to separate documents of the Site Usage Policy):
 - 3.1.1. Site Usage Policy;
 - 3.1.2. Privacy Policy;
 - 3.1.3. Cookies Policy.
- 3.2. In case of conflict between the information, obligations, requirements, guidelines available on the Site and provisions of the above indicated documents of the Site Usage Policy, the provisions of the above indicated documents of the Site Usage Policy shall prevail.

4. GENERAL PROVISIONS

1. 4.1. These provisions of the Site Usage Policy shall be applicable to all the documents comprising the Site Usage Policy notwithstanding if a clear reference is given in such document of the Site Usage Policy, unless otherwise stated in respective document of the Site Usage Policy or the Site.
- 4.2. References to clauses, items, provisions as well as terms and conditions provided in this Site Usage Policy or particular document comprising the Site Usage Policy are references to clauses, items, provisions as well as terms and conditions of that particular document containing such reference unless specifically stated otherwise. Each time words “include” or “including” or words of similar meaning are used in the Site Usage Policy, it shall be regarded that they are followed by words “without limitation”. The headings of clauses are used for convenience only and shall not affect an interpretation of this Site Usage Policy.

5. ACCEPTANCE OF THE SITE USAGE POLICY AND ELIGIBILITY

1. 5.1. Please review the Site Usage Policy before using the Site. Any person should properly assess terms and conditions and requirements of the Site Usage Policy and his / her possibilities to keep to them, including if each term and condition and requirement of the Site Usage Policy is individually acceptable to him / her. If any (at least one) term and condition and (or) requirement of the Site Usage Policy is not acceptable to you, you shall not be allowed to use the Site and the Site Services.
- 5.2. Any usage of the Site, including browsing in the Site, collecting data and information from the Site, constitutes acknowledgment and acceptance of all provisions of the Site Usage Policy. If you do not agree to any of these terms and conditions of the Site Usage Policy you should immediately cease to use the Site and (or) Site Services.
- 5.3. No User may derogate from application of the Site Usage Policy in whole or in part by an agreement, a unilateral deed or otherwise, unless it is expressly allowed to derogate from particular provisions of the Site Usage Policy.

6. RELATIONSHIP WITH THE OWNER/NO WARRANTIES

1. 6.1. The Owner hosts, maintains, manages the Site, provides Users with the necessary infrastructure for the use of the Site, however, the Site and the Site Services are provided under “as is” and “as available” basis. No express or implied guarantee, or representation, endorsement or warranty of any type (including, but not limited to, the implied warranties of

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merchantability, fitness for a particular purpose and non-infringement) is given with respect to the Site, its content and the Site Services, unless mandatory legal requirements applicable to the Owner and you provide otherwise.

6.2. You acknowledge and agree that your use of this Site, any and all of its content, as well as available Site Services, is at your sole risk.

6.3. This Site Usage Policy or subsequent use of the Site will not be construed as creating or implying any relationship or agreement between User and the Owner for partnership, except explicitly agreed otherwise.

6.4. If there is any service request or search of services form on the Site, the filling of such form on the Site is for informational purposes only and does not mean the order of such services and/or acceptance to carry out the order of such services and does not create any relationship or agreement between User and the Owner. The Owner undertakes to use its best efforts to respond to such request within the reasonable time, however the Owner shall not be obliged to do so. Furthermore, the Owner reserves the right not to respond to any request of the User unless it is contrary to valid applicable legal requirements. Further relations between User and the Owner regarding provision of any services may be discussed in a separate agreement between the parties.

6.5. The Site may contain links to other sites of third parties and the Owner shall not be responsible for any information posted on such sites as well as any services, provided by such third parties through these sites.

7. PROHIBITED ACTIVITIES ON THE SITE

1. 7.1. You are not allowed and agree not to do any of the following on the Site and (or) when using Site Services:

7.1.1. provide misleading, false, or inaccurate information about you or service requests;

7.1.2. use the Site in any manner that could harm any person, his property or legitimate interests;

7.1.3. take any action that imposes, or may impose, at the Owner's discretion, an unreasonable or disproportionately large load on Site's infrastructure;

7.1.4. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by the Owner in connection with the Site or the Site Services;

7.1.5. in any way use a software:

7.1.5.1. that would disable or impair the Site or any software, firmware, hardware, computer systems or networks in any way;

7.1.5.2. that is usually referred to as "viruses" or "worms" and (or) the purpose of which is to disable, disrupt, harm or otherwise impede in any manner, the Site and (or) operation of the Site or any other software, firmware, hardware, computer system or network;

7.1.5.3. that would allow you or any other person to access the Site to cause disablement or impairment of the Site or any other websites, software of hardware or to transmit information (for example "traps," "access codes," or "trap door" devices, or "spyware", etc.); or

7.1.5.4. that contains any other harmful or malicious procedures, routines or mechanisms, which would cause the Site and (or) or software, firmware, hardware, computer systems or networks to cease functioning or to damage or corrupt content of the Site, software, programs, equipment or communications or otherwise interfere with operations of the Site, the Owner, Users or any other third party.

7.1.6. distribute spam, unsolicited or bulk electronic communications, chain letters, pyramid schemes or any other content which is usually unwelcome by users of electronic communications;

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7.1.7. use any software or other automated means to access and gather information in the Site without express written permission from the Owner; repeat any action which the Owner requested to refrain from, whether or not such action is clearly prohibited in the Site Usage Policy;

7.1.8. impersonate or misrepresent your affiliation with any person or entity;

7.1.9. copy, modify or distribute content from the Site without the prior express written permission from the Owner;

7.1.10. provide any information on behalf of the Owner any third parties without prior written approval of respective person;

7.1.11. breach other terms of Site Usage Policy and/or applicable legal acts.

7.2. Without limiting other remedies, you agree that a breach of any of the rules indicated above or in any other provision of Site Usage Policy shall entitle the Owner to issue you with warnings, limit, suspend, or terminate our services (including Site Services), restrict or prohibit access to, and your activities on the Site and (or) take technical and legal steps to keep you off the Site at any time. You agree that the Owner shall unilaterally decide on whether you have breached the Site Usage Policy and undertake to accept any decision of the Owner as legitimate and fair.

8. INTELLECTUAL PROPERTY RIGHTS

1. 8.1. The Owner or, if expressly specified, third parties retain the Intellectual Property Rights to the Site and its contents to a maximum extent possible under the laws applicable to this Site Usage Policy. All according rights are reserved worldwide. You may not modify, copy, reproduce, republish, upload, post, transmit, sell, create derivative works of, exploit or distribute, in any matter, the Site, the content on the Site, including text, graphics, code, and (or) software, or any other content, unless the Owner has granted written permission for such action, or if such action is expressly allowed under specific circumstances in Site Usage Policy. However, you may print and (or) download individual pages of the Site solely for your personal, non-commercial use, provided that you do not change or delete any copyright and proprietary notices from the materials.

8.2. You acknowledge and agree that the Owner owns all Intellectual Property Rights in and to the Site, and that except as expressly set forth in this Site Usage Policy, you shall not acquire any Intellectual Property Rights in and (or) to the Site.

8.3. All trademarks and service marks available on the Site are the property of the Owner or the Owner is legally using them. No rights to use of such trademarks and (or) services marks are licensed by Site Usage Policy.

8.4. The contents of the Site may be quoted under condition that prior written consent of the Owner is received and the source of content is properly indicated.

9. AMENDMENTS OF THE SITE USAGE POLICY AND SITE SERVICES

1. 9.1. The Owner reserves a right to revise (including to modify, amend, supplement, cancel, annul) the Site Usage Policy or any part thereof and any linked information from time to time at its sole discretion without prior notice to you, however, the Owner shall announce amendments of the Site Usage Policy publishing it on the Site. Revised Site Usage Policy, or any part thereof, shall be deemed effective and applicable from the moment it is published on the Site, except when such amendments provide otherwise. The Owner shall not be responsible for any damages or adverse effects incurred by you or any third parties due to unawareness of any amendments of the Site Usage Policy. Therefore, we encourage you to

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check for any amendments of the Site Usage Policy periodically. If after any amendment of the Site Usage Policy or any part thereof you do not agree with respective changes, you are free to request termination of the usage of the Site.

9.2. Reference to the Site Usage Policy or any document comprising the Site Usage Policy means a reference to a then valid edition of the Site Usage Policy or any document comprising the Site Usage Policy, unless clearly stated otherwise.

9.3. The Owner reserves the right, at its sole discretion, to change, modify, add, remove, discontinue, annul or terminate any portion of the Site and (or) the Site Services without prior notice.

10. NOTICES AND COMMUNICATIONS

1. 10.1. Unless you otherwise indicate in writing or otherwise stated in particular document comprising the Site Usage Policy, we will communicate with you by email. You consent to receive communications from us electronically and you agree that these electronic communications are safe and satisfy any legal requirement as communications in writing. You will be considered to have received a communication when the Owner sends it to the email address you have provided on the Site.

10.2. All notices to the Owner intended to have a legal effect to this Site Usage Policy shall be in writing and delivered either in person or by a means evidenced by a delivery receipt, as follows: info@smartlynx.au; address: Ground Floor, Airport Administration Centre, 1 Airport Avenue, Aeroglen, QLD 4870. Such notices to the Owner are deemed effective upon receipt.

11. LIABILITY

1. 11.1. If you breach obligations under this Site Usage Policy or other document of the Site Usage Policy, you will be obliged to compensate the Owner or other third party the damages suffered and reimburse all and any losses, expenses and costs incurred by the Owner or third party due to such breach. Reimbursement of losses does not exempt you from the further fulfillment of the obligations undertaken by this Site Usage Policy or other document of the Site Usage Policy.

11.2. In no event shall the Owner be liable under this Site Usage Policy or other document of the Site Usage Policy to you or third party in any form of liability, for:

11.2.1. any indirect or incidental damages that may be incurred;

11.2.2. any loss of income, loss of business opportunities or loss of goodwill, business or profits (whether direct or indirect) that may be incurred.

11.3. If applicable mandatory provisions of laws provide otherwise, some or all of these limitations and exclusions indicated in this Section 11 may not be applied.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

1. 12.1. If mandatory provisions of the law of the Republic of Australia, including mandatory provisions of the European Union law, do not require otherwise, the Site Usage Policy and legal relations arising out of or in connection with this Site Usage Policy (including matters concerning the conclusion, validity, invalidity, performance, termination of and rescission) shall be governed by and interpreted under the law of the Republic of Australia.

12.2. All and any disputes, controversies and claims arising out of or relating to the Site Usage Policy, their breach, termination, rescission or validity shall be resolved according to

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the order established in laws of the Republic of Lithuania at the courts of the Republic of Australia at place of registered office of the Owner.

13. MISCELLANEOUS

1. 13.1. The Owner does not guarantee the accuracy, completeness or relevancy of the information made available on this Site, except the accuracy, completeness or relevancy of such information and to the extent, which is required by the applicable laws of the Republic of Australia. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Site is at your own risk.
13.2. You acknowledge and agree that you are advised to safeguard important data, to use caution and to not rely in any way on the correct functioning or performance of the Site Services.
13.3. If any provision of a document the Site Usage Policy is contrary to the requirements of the laws or upon their amendment becomes contrary, or is invalid due to other reasons, it shall not affect validity of other provisions of the relevant document of the Site Usage Policy. In such case it will be immediately substituted by the Owner with a legally effective provision, which in its merits should correspond to purpose of the invalid provision of the relevant document of the Site Usage Policy.
13.4. You shall not be entitled to assign (transfer) the Site Usage Policy and (or) your rights and obligations arising out of or in connection to it without prior written and explicit consent of the Owner. However, the Owner shall be entitled to assign (transfer) without your additional consent (this provision shall be deemed as your sufficient consent) any rights and obligations under the Site Usage Policy documents to an entity merging (consolidating) with the Owner or purchasing substantially all assets or stock of the Owner. In case of such assignment the terms of the Site Usage Policy will be binding upon assignees. Any of unauthorized assignment shall be null and void and constitute a breach of this Site Usage Policy.

14. CONTACT INFORMATION

If you wish to report a violation of the Site Usage Policy, have any question or need assistance regarding the Site Usage Policy, please contact the Owner as follows:

Email: info@smartlynx.au

Phone: 1300 759 872

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