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Logo Usage

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Acknowledgement

You acknowledge by your access to your Web site and acceptance of this Agreement that You are an authorized representative of your company and its products and services.

Use & Quality Standards

LD authorizes You to use the Logo as presented on the Site, and the associated goodwill, in connection with your promotion and distribution of the LD products and services. You may not alter or sell any Logo or grant any other person or entity any right to use the Logo, unless otherwise agreed to by LD. You agree that your use of all of the Logo will conform to the quality standards set by and under the control of LD. LD discourages rebating and other forms of price discounting. By using any Logo, You agree not to advertise or promote LD products or services at less than published rates. If there is a violation, and You do not follow the guidelines specified in this agreement, LD reserves the right to take legal action in the interest of protecting the integrity of the LD brand.

From time to time, the Logo posted by LD on the Site may be updated by LD without notice. You agree to use the most current version of the Logo available on the Site. You agree to check the Logo on the Site regularly for changes or discontinuance of any Logo, but in no event less frequently than monthly. Prior to your use of any Logo, You agree to submit a specimen of the proposed use of the Logo to LD for approval. You agree to discontinue the use of any Logo that LD deems inappropriate.

Ownership

You acknowledge that, as between You and LD, LD owns all right, title and interest in and to the Logo and their associated goodwill. You further acknowledge that the Logo have acquired secondary meaning in the minds of the public. You receive no rights to the Logo, express or implied, except the limited use rights of this Agreement. You will not register, directly or indirectly, any trademark, service mark, trade name, company name, Internet domain name or other proprietary or commercial right that is identical or confusingly similar to the Logo or that constitute translations thereof. Upon LD's request, You will execute the instruments that may be appropriate to register, maintain or renew the registration of the Logo in LD's name within the territory You are authorized to distribute the LD products and services.

Infringement

You will immediately notify LD if You learn (i) of any potential or actual infringement of the Logo by a third party or (ii) that the use of the Logo may infringe the proprietary rights of a third party. LD will determine the



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steps to be taken under these circumstances. You agree to (i) provide LD with the assistance that LD may reasonably request and (ii) take no steps on its own without LD's prior approval.

Warranty; Disclaimer of Warranty

The Logos are provided on an "as is" basis. All warranties or conditions with respect to the Logo, including, but not limited to, any implied warranties of merchantability, fitness for particular purpose, satisfactory quality, are hereby overridden, excluded and disclaimed. Under no circumstances will LD be liable for any consequential, indirect, special or incidental damages or losses, whether foreseeable or unforeseeable, based on your claims or those of your dealers or customers (including claims for loss of goodwill, profit, use of money, stoppage of work or other impairment of assets), arising out of breach or failure of warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, even if advised of the possibility of such damages. In no event shall LD's total liability for all damages, losses and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise exceed the amount paid by you to LD, if any, for the use of the logo.

Compliance with Law

You will take all reasonable steps to ensure that your use of the Logo complies with all applicable laws and regulations where You promote and distribute the LD products and services.

Indemnification

You agree to defend, indemnify and hold LD and its subsidiaries, affiliates, agents, employees, officers, shareholders and directors (referred to in this Logo Usage agreement as "Indemnified Parties") harmless from and against any liability, loss, damage, demand, claim, cost, judgment, award, interest, penalty and expense resulting from, based upon, arising out of or relating to any claims, suits, actions, charges or proceedings brought against the Indemnified Parties arising from any third-party claim that your use of the Logo infringes or violates the intellectual property rights or other proprietary rights of a third-party.

Termination

Your rights to use the Logo will terminate immediately and without notice if (i) you fail to cure any breach of this Agreement within thirty (30) days of LD's or its affiliates' notice or (ii) you cease to be an authorized distributor of LD products and services for any reason. Upon termination, You will (i) cease all use of the Logo and (ii) destroy or return to LD, at LD's option, any items bearing a Logo. You further agree that (i) all goodwill associated with the Logo has and will inure to the benefit of LD and (ii) You will not be entitled to any compensation or other payment upon termination of this Agreement for any reason.

Miscellaneous

This Agreement, and the distribution agreement that You may have with LD or its affiliates states the entire agreement between us with respect to the Logo and overrides all prior statements, terms and representations. In the event of any conflict between Your distribution agreement and this Agreement, this Agreement will prevail. If any provision of this Agreement is declared unenforceable, it will be severed, and the remainder of the Agreement will continue in full force and effect. This Agreement is governed by the laws of Australia, excluding its conflict of laws, and may be modified or supplemented only in writing signed by both parties.



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I, the undersigned, understand and agree to abide by the terms of use outlined in this document.

PRINTED NAME: _____

TITLE: _____

COMPANY/ORGANISATION: _____

IATA/ARC/CLIA (if any): _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ POSTCODE: _____

WORK PHONE: _____ WORK FAX: _____

EMAIL: _____

YOUR SIGNATURE: _____ DATE: _____

LD SIGNATURE: _____ DATE: _____

The LD countersigned signature above authorizes permission to use LD Logo and / or create a hyperlink to and use the content on the Site.

Please mail the original signed agreement to:

LUXURIA DESTINATIONS

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atf Luxuria Trust

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