

Stepfamilies Australia Website and Shop

Terms & Conditions

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The information provided at or through this Site is general and is not advice on any particular matter. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in information contained at this Site. Accordingly, you should not act on the basis of any information accessed at or through this Site without obtaining and considering appropriate professional advice upon your own circumstances.

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Stepfamilies Australia owns and retains the copyrights in the materials found at this Site (but not materials accessed at other sites from this Site). You may download, view and print materials from this Site subject to the following: (1) the materials must be used solely for personal, informational, non-commercial purposes; and (2) the materials must not be modified or altered in any way. Except as expressly provided herein, you must not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any materials from this Site in whole or in part without the prior written permission of Stepfamilies Australia. If you breach any of these Terms, your authorisation to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

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There are many inherent risks involved in transmitting information over the Internet. Unauthorised access and faults in computer networks can and do occur which may result in the interception, corruption, alteration, non-delivery, incorrect delivery or loss of information transmitted over the Internet. Consequently, Stepfamilies Australia is unable to warrant that this Site will be free from such risks.

Disclaimer

Stepfamilies Australia does not attempt to exclude any conditions, warranties, rights or remedies which you may have pursuant to the Trade Practices Act 1974 or other legislation to the extent that those rights and remedies can not be excluded by agreement ("non-excludable rights").

Stepfamilies Australia and its employees and agents expressly disclaim all and any liability to any person in respect of anything and the consequences of anything done or omitted to be done by any person in whole or partial reliance on all or any part of the information accessed at or through this Site.

The materials provided at this Site (and any links from this Site) are provided "as is". Subject to any non-excludable rights and to the maximum extent permitted under the law, Stepfamilies Australia makes no representations or warranties of any kind, either express or implied, including (without limitation) warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. Stepfamilies Australia does not warrant the accuracy and completeness of information accessed at or through this Site. Stepfamilies Australia may make changes to the materials at this Site at any time without notice. The materials at this Site may be out of date, and Stepfamilies Australia makes no commitment to update the materials at this Site.

Limitation of Liability

Subject to any non-excludable rights and to the maximum extent permitted under the law, in no event will Stepfamilies Australia and its employees be liable for any damages whatsoever (including, without limitation, direct, indirect, punitive, special, consequential damages, lost

profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Site, any web sites linked to this Site, or the materials or information contained at any or all such sites, whether based on contract, tort, statute, common law, equity or any other legal theory and whether or not advised of the possibility of such damages. If circumstance arise where you are entitled to claim damages from Stepfamilies Australia notwithstanding the provisions of these Terms, our liability to you for the aggregate of such claims (regardless of the basis on which you are entitled to claim from us including, without limitation, negligence) is limited to the provision of the services again or the cost of providing the services again (at our election).

You must indemnify Stepfamilies Australia and the hosts, operators, developers of and contributors to this Site and keep each of them indemnified against all claims, liabilities, expenses (including legal fees on a solicitor-client basis) or losses that may be made against or sustained by any of them arising from your breach of these Terms or otherwise howsoever from or in connection with your use of the Site.

Sale of goods or services

Unless otherwise expressly stipulated by Stepfamilies Australia, any sale of goods or services from the site is subject to the following conditions:

- Fulfillment – Stepfamilies Australia will endeavor to provide accurate and fast fulfillment of any orders placed using the site. However, Stepfamilies Australia is not liable for delays caused by suppliers, postal and courier companies or any other circumstances.
- Currency - All transactions are in Australian Dollars. If any amounts are shown in other currencies these are only indicative and may vary due to exchange rate variations at the actual time of transaction.
- Credit Card Use – If credit card payment is facilitated by the site, Stepfamilies Australia undertakes to use Credit Card details only as specified by you in relation to purchases made on the site. Illegal use of credit cards is a serious crime. Stepfamilies Australia will report any suspicious activity and disclose all relevant evidence to credit card companies and law enforcement authorities.
- Identity fraud - You must not impersonate any person or entity or enter a fictitious name or purport to be authorised to represent any entity if that entity has not authorised you to do so in connection with your use of the site.
- Errors in description or pricing – Errors may occur in the description or pricing of products or services offered on the site. Stepfamilies Australia may cancel any transaction if any such error occurs, notwithstanding any confirmation of an order or acceptance of payment.
- Any supply of goods or services by Stepfamilies Australia is subject to any express written warranties offered by Stepfamilies Australia or a third party. Subject to any non-excludable rights, all other express and implied warranties relating to such goods and services are hereby excluded and the provisions of the above clause (Limitation of Liability) apply.
- Stepfamilies Australia is proudly supported by **drummond street** services Inc ABN 85 690 831 425.

User Submissions

Any materials (including without limitation comments, feedback and information) provided by you in connection with this Site shall be considered non-confidential and non-proprietary. Stepfamilies Australia shall have no obligation of any kind with respect to such materials and shall be free to use or disseminate such materials on an unrestricted basis for any purpose. You acknowledge that you are responsible for the materials that you submit, and that you, not Stepfamilies Australia, have full responsibility for the materials including their legality, reliability, appropriateness, originality and copyright.

Links to Third Party web Sites

Links to third party web sites on this Site are provided solely as a convenience to you and such links should not be taken to imply any type of association, sponsorship, endorsement, monitoring, approval of, or responsibility for, the linked site or its content. Stepfamilies Australia has not reviewed any of these third party sites and should you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

Links to this Site

Any site that links to this Site:

1. Must link to our home page
2. Must not replicate Stepfamilies Australia content or content of Third Parties accessed through this Site
3. Must not create a browser or border environment around Stepfamilies Australia content
4. Must not imply any endorsement by Stepfamilies Australia
5. Must not misrepresent its relationship with Stepfamilies Australia
6. Must not present false information about the services of Stepfamilies Australia
7. Must not use the Stepfamilies Australia logo without the prior written permission of Stepfamilies Australia
8. Must not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

Viruses

Stepfamilies Australia cannot and does not guarantee or warrant that any files available for downloading through this Site will be free of infection or viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining an appropriate means for the reconstruction of any lost data.

Applicable Law

This Site is administered by Stepfamilies Australia from its offices in Melbourne, Australia. These Terms shall be governed by and construed in accordance with the laws of the State of Victoria, without giving effect to any principles of conflicts of law. Any legal proceedings arising out of or in connection with the use of this Site must be commenced in the appropriate court in the State of Victoria. If you use this Site from locations outside of Victoria, you are solely responsible for compliance with your local laws.

If any provision of these Terms is unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Stepfamilies Australia may revise these Terms at any time by updating this posting. You are bound by such revisions and should therefore regularly revisit this page to review the then current Terms by which you are bound.

Privacy Statement

Application of this Privacy Statement

Stepfamilies Australia ("we", "us" or "our") will endeavour to comply with the principles specified in this Privacy Statement with respect to the privacy of personal information collected through this website ("Site") or which is submitted to us in any form by you or by any person on your behalf.

By accessing and using our Site or by submitting information to us or providing information to third parties which is then submitted to us, you consent to our collection and use of information in accordance with this Privacy Statement.

Collection and use of submitted Information

We may collect and retain personal and other information about you ("submitted information") when (a) you send us personal information in an email or by other means; or (b) you complete and submit an online form or (c) a third party submits information about you to us.

It is not practicable for information submitted electronically to be provided to us anonymously. However, where appropriate you may use traditional means of communication to provide information to us anonymously.

The submitted information which we retain may include your email address and personal or other information. We may use the submitted information for our internal purposes and to communicate with you regarding our products and services or the products and services of third parties or for any other reasonable purpose connected with the operation of our business. You may elect not to receive such communications from us, either at the time you submit the information or at a later time. We will not sell submitted information to third parties or intentionally disclose submitted information to third parties except to the extent that you have consented to such disclosure.

Except to the extent necessary for the operation of our business or as authorised by you or as required by law, we will not use or disclose submitted information for any other purpose.

We will take reasonable steps to implement and maintain security precautions. However, we are unable to guarantee that unauthorised access to information submitted to us will not occur, either during transmission of that information or after we receive that information.

If we no longer require your personal information, we will take reasonable steps to permanently destroy or de-identify that information. You acknowledge that our back-up procedures may make it impractical to locate and destroy or de-identify copies of your personal information which are stored off-line or in a form which does not readily permit location and modification of data.

If you submit information to any other site accessed through a link from our Site, the privacy principles applying to any information you submit to that site are outside our control. You should check the privacy policies of any other site before submitting information to that site.

Collection and use of cookies and clickstream data

We may use cookies in connection with your access to and use of our Site (a cookie is a small amount of data that some websites place on your computer when you visit them).

When you visit our Site, our servers may record a range of information relating to your access and use of the Site (collectively called "clickstream data"). We may examine clickstream data relating to your use of our Site.

If we or any authority suspect that unauthorised access or use of the Site has occurred or may occur or be attempted, we may gather, use and disclose more extensive information than indicated above regarding access or attempted access to the Site for the purposes of prevention, detection, investigation or prosecution.

Correction of errors and access to personal Information

We will take reasonable measures to ensure all personal information held about you is accurate, complete and up-to-date.

We will correct any errors in the personal information which we collect about you upon receipt of written evidence from you which satisfies us that a correction is required.

We will provide you with access to your personal information on reasonable request and subject to your agreement to pay our access charges if (a) it is practicable for us to do so and we have no other reasonable grounds for refusing access, (b) the request is not frivolous or vexatious, (c) access will not have an unreasonable impact on the privacy of others, (d) the information does not relate to existing or anticipated legal proceedings (other than information accessible through the discovery process), (e) access will not reveal our intentions in relation to any negotiations with you, (f) access is not unlawful (g) denying access is not required or authorised by law, and (h) access will not prejudice any prevention, detection, investigation or prosecution of possible unlawful or improper activity.

Privacy Officer

If you have any concerns or questions, please contact our Privacy Officer.