

# Terms and Conditions

## AgriShots

AI Mabin Pty Ltd

ABN: 35 602 775 646

**Summary:** To save you going through the fine print of the terms and conditions for marketing agencies, the only difference between this document and our normal terms and conditions is that we require you to let us know what clients you're using AgriShots with. That way we won't market to them directly, and we'll know that when we see AgriShots content in the media, it is legally sourced and used.

### WEBSITE TERMS AND CONDITIONS OF USE FOR MARKETING AGENCIES

AgriShots is available to agribusinesses, government agencies, media and anyone seeking professional images and video footage for use in the positive promotion of the Australian agriculture industry, communities, and agribusinesses. The user-friendly T's & C's contained here won't bog you down, we've drafted them as simple as possible whilst ensuring all parties are protected. We treat our customers like real people, not numbers, so we've done our best to avoid any over-the-top jargon!

#### 1. Schedule of Definitions:

**Account** means the online account that the buyer uses to purchase products on the website;

**AI Mabin** and **AI** means AI Mabin Pty Ltd ABN 35 602 775 646 and its assigns;

**Agency** refers to any Member of AI Mabin Pty Ltd, including any third-party marketing agency, individual, company, or entity that has been granted access to, or is authorized to use, distribute, promote, market, or on-sell the products or services provided by AI Mabin Pty Ltd under the terms and conditions set forth by AI Mabin Pty Ltd.

**Buyer** means the entity to whom Goods are supplied by AI Mabin;

**Contract** means a contract of the sale of Goods arising out of an order accepted by AI Mabin;

**Delivery** means the Goods have been:

- a) handed to the Buyer or the Buyers' Representative;
- b) delivered to the carrier or site nominated by the Buyer;

**Delivery Services** means the delivery of products offered by AI Mabin;

**Dispute** an unresolved claim which arises under these terms and conditions;

**Force Majeure** shall include but is not limited to natural disasters, civil disasters, political event, change of legal/political environment, business disruption, accidents, earthquake, flood, hurricane or typhoon, tornado, tsunami, volcanic eruption, wildfire/bushfire, landslide or avalanche, fire, flood, storm, terrorist acts, revolt, war,

financial markets disturbances, changes of regime or tax or regulatory authority, energy failure, external telecommunications failure and/or failure of transport systems.

**Goods** means any goods and or services supplied by AI Mabin;

**GST** means Goods and Services Tax as provided for in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**You** and **Your** means the user of the Website. If you are using the website on behalf of any entity, you represent and warrant that you are authorised to accept these Terms and Conditions on that entity's behalf.

**Member** means an account holder under the website who has completed the registration process and agree to be bound by the terms and conditions;

**Parties** means the parties to these terms and conditions;

**Purchase Order** means an invoice, quotation, purchase order or other document detailing the goods wishing to be purchased;

**Purchase Services** means the service provided by AI Mabin which allow you to purchase the listed products via the Website or phone service;

**Services Fee** means the total monetary amount payable for purchase of products on the website including any associated bank, payment gateway or credit card charges;

## 2. About the Website

- a. Welcome to [www.agrishots.com](http://www.agrishots.com) (the '**Website**'). The Website provides you with an opportunity to browse and purchase from Agrishots which is available to agribusinesses, government agencies, media and anyone seeking professional images and video footage. that have been listed for sale through the Website (the '**Products**'). The Website provides this service by way of granting you access to the content on the Website (the '**Purchase Services**').
- b. The Website is operated by AI Mabin Pty Ltd (ACN 602 775 646). Access to and use of the Website, or any of its associated Products or Services, is provided by AI Mabin. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- c. AI Mabin reserves the right to review and change any of the Terms by updating this page at its sole discretion. When any updates are made to the Terms, AI Mabin will use reasonable endeavours to provide you with notice of any updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

## 3. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking on the "*I have read, understood and agree to the Terms and Conditions*" option made available to you by AI on the Registration Page. 😊

## 4. Availability

- a. AI Mabin reserves the right to withdraw any Goods or Services from sale temporarily or permanently without prior notice to you for any reason. Some Goods or Services might still appear on this Website for a period of time after that withdrawal but that is not a representation that they are available.
- b. AI Mabin reserves the right to accept or reject your Purchase Order for any reason. Your contract with AI Mabin comes into existence when you

receive email confirmation containing receipt of your order, an acceptance of your order, confirmation of receipt of your payment and details of the likely delivery.

## 5. Warranty

Al Mabin's Products come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the '**Warranty**').

- a. Please inspect goods immediately upon arrival. You may make a claim under this clause (the '**Warranty Claim**') for material defects and workmanship in the Products within 30 days from the date of purchase (the '**Warranty Period**').
- b. In order to make a Warranty Claim during the Warranty Period, you must provide proof of purchase to Al Mabin showing the date of purchase of the Products, provide a description of the Products and the price paid for the Products by sending written notice to Al Mabin by email at [alice@almabin.com](mailto:alice@almabin.com).
- c. Where the Warranty Claim is accepted then Al Mabin will, at its sole discretion, either repair or replace any defective Products or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely liable for any postage or shipping costs incurred in facilitating the Warranty Claim.
- d. The Warranty shall be the sole and exclusive warranty granted by Al Mabin and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Products to which this warranty relates.
- e. All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.
- f. The Warranty does not apply to any appearance of the supplied Products nor to the additional excluded items set forth below nor to any supplied Products where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.
- g. Al Mabin warrants the digital copy of the Product in the form downloaded by you to be free from defects in material and workmanship for 90 days from delivery. The only remedy for a breach of this warranty is the replacement of the digital copy of the Product.

## 6. Shipping and Delivery

Date of delivery is quoted in good faith and in the light of conditions and circumstances prevailing at the time, no responsibility is accepted by the company for delay due to strikes, lockouts, machinery breakdowns, shortage or unavailability of materials, delays in transport or any other cause beyond the company's control. Weather delays

and other unforeseen circumstances may impact delivery time. Unless there are exceptional circumstances, we will make every effort to fulfil your Purchase Order.

- a. Al Mabin will be deemed unable to deliver the goods including where (without limitation):
  - i. you are unable or unwilling to accept the delivery; or
  - ii. the site where the delivery is to take place is deemed unsafe or unsuitable by Al Mabin.
- b. Where Al Mabin is unable to deliver the goods, it may charge you all costs and expenses associated with the delayed delivery.
- c. You will not be relieved of any obligation to accept the goods and to pay Al Mabin for the goods by reason of any delay in delivery.
- d. Al Mabin has no liability for any loss or damage consequential or otherwise for failure to deliver the goods or for late delivery of the goods and you indemnify Al Mabin against any loss or damage you might suffer or incur arising out of delivery of the goods to anywhere other than a kerbside or road.
- e. Al Mabin accepts no responsibilities or liabilities for deliveries after they have been left at your designated delivery address. Risk and title in the Goods pass to you on the date and time of delivery of the Goods to the delivery address provided in your order.

## **7. Purchase of Products and Returns Policy**

- a. In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the '**Purchase Price**').
- b. Payment of the Purchase Price may be made through PayPal, Stripe or Go Cardless (the '**Payment Gateway Provider**'). In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- c. Following payment of the Purchase Price being confirmed by Al Mabin, you will be issued with a receipt to confirm that the payment has been received and Al Mabin may record your purchase details for future use.
- d. Al Mabin may, at their sole discretion, provide a refund on the return of the Products if notified within 48 hours from purchase.
- e. In the event of a return, Al Mabin will issue a credit note toward the future membership, after deducting an administration fee of \$250.

## **8. Termination**

- a. Al Mabin may at any time, terminate the Terms or limit your access to the Al Mabin Website or Purchase Services, with you if:
  - i. you have breached any provision of the Terms or intend to breach any provision;
  - ii. Al Mabin is required to do so by law;

- iii. Al Mabin is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
    - iv. the provision of the Services to you by Al Mabin, is in the opinion of Al Mabin, no longer commercially viable.
  - b. Upon a breach of the Terms, you must immediately:
    - i. stop using the Website, Purchase Services and Products;
    - ii. delete any Products and all copies from all magnetic media and destroy all other copies, in hard or digital form; or
    - iii. at the request of Al Mabin, return all copies of the Products to the Company.
  - c. We reserve the right to refuse access to the website to any person, for any reason. We don't offer any assurances to you as to the maintenance of your access to the website. You may experience a disruption of service if there are issues with technology or for any other reason. We disclaim any liability for loss arising out of access to the website being refused, either by us or by a disruption attributable to the technology we use, to the maximum extent permitted by law. You must not use our website to:
    - i. commit or encourage someone else to commit a criminal offence;
    - ii. transmit or distribute a virus, trojan, worm, or any other material which is malicious, or harmful, in breach of confidence or in any way offensive or obscene;
    - iii. hack into or attempt to breach any aspect of the website;
    - iv. corrupt data;
    - v. infringe upon the rights of any other person's proprietary rights;
    - vi. attempt to reverse engineer, copy or infringe on our intellectual property rights (including copyright) in the content on the website or the technology used to make it available to you; or
    - vii. attempt to affect the performance or functionality of any computer facilities of or accessed through the website.
  - d. Subject to local applicable laws, Al Mabin reserves the right to discontinue or cancel your access at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Al Mabin's name or reputation or violates the rights of those of another party.
  - e. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Al Mabin have benefitted from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## **9. Copyright and Intellectual Property**

- a. Subject to your acceptance of these Terms, and once you have completed the member registration process, Al Mabin grants you an irrevocable, worldwide, non-exclusive, non-transferable, royalty-free licence to use, copy, modify and download the Products when you sign up to any of the following member options:

- a) Starter Pack
- b) Annual Membership
- c) Gold Subscription
- d) Premium Alliance
- e) Platinum Partnership

We know you may be tempted to pass on your images to other companies, individuals, or stakeholders to use. And we get it – AgriShots images are iconic – but this is not permitted under any circumstances without written permission from AI Mabin.

- b. The Website, the Purchase Services and all of the related products of AI Mabin are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the '**Content**') are owned or controlled for these purposes, and are reserved by AI Mabin or its contributors.
- c. All trademarks, service marks and trade names are owned, registered and/or licensed by AI Mabin, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
  - i. use the Website pursuant to the Terms;
  - ii. copy and store the Website and the material contained in the Website in your device's cache memory; and
  - iii. print pages from the Website for your own personal and non-commercial use.

AI Mabin does not require that you insert © AgriShots or AI Mabin adjacent to the Products. However, AI Mabin expressly prohibits the use of any trademarks registered to AI Mabin without written consent. AI Mabin does not grant you any other rights whatsoever in relation to the Website or the content. All other rights are expressly reserved by AI Mabin.
- d. AI Mabin retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
  - i. the business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright of AI Mabin; or
  - ii. the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
  - iii. a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- e. You may not, without the prior written permission of AI Mabin and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
  - i. You may reproduce and adapt the Product as required to suit the business, marketing or educational medium used to display the image (e.g. social media, digital book, flyer, slideshow).

- f. Al Mabin expressly prohibits the Products from being used in a manner or context which is, or could be reasonably taken to be, derogatory, defamatory, misleading, deceptive, or otherwise unlawful in any way. It's not our style or our intention when creating the Products!
- g. All talent release forms relating to any person depicted in the Products are kept safe and sound in the care of Al Mabin.

**h. Premium Alliance Membership**

- i) Subject to the above clauses, Al Mabin does not authorise to on-sell or commercialise any images and/or videography shot. The intellectual property rights and copyright in these images remain the property of Al Mabin.

**i. Platinum Partnership Membership**

- i) Al Mabin grants Platinum Partnership members an irrevocable, worldwide, non-exclusive, non-transferable, royalty-free licence to use, copy, modify, download, on-sell, commercialise and create a derivative work from the exclusive collection of Products shot solely for you under the Platinum Partnership Membership. Yep, they are all yours, except bragging rights. No matter how you spin it – Al is always the #1 rural photographer responsible for your incredible images!
- ii) Platinum Partnership members are authorised to reproduce, frame, download, store (in any medium), communicate, show or play at the pub, adapt, or change the exclusive collection of images and videography shot for you under the Platinum Partnership agreement. Get creative people.
- iii) Platinum Partnership Membership also allows members to access ready to use industry videos and to make a backup copy of the Products. We'd hate you to lose them!

**10. Payment**

- a) Prices for Products, memberships, subscriptions and partnership packages will be as per the Al Mabin prices as listed on the website.
- b) You expressly authorise Al Mabin to deduct any Services Fee from your nominated bank account in accordance with the credit card or bank details provided by you. Twelve (12) months minimum subscription is required for Premium and Platinum memberships. 6- or 12-month memberships are optional for Standard and Gold memberships. You may terminate your account at any time after the 12-month period by contacting us.
- c) Should your credit or debit card expire or be cancelled, it is your responsibility to provide Al Mabin with your new credit card details to ensure any payments can be successfully debited.
- d) If and when applicable, GST payable on our Services will be set out on our invoices. By accepting these Terms, you agree to pay Al Mabin an amount equivalent to the GST imposed on these charges. GST means GST as defined

in the A New Tax System (services and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

- e) All amounts are in Australian dollars and include GST. AI Mabin is not responsible for exchange rate fluctuations or changes in GST rates and reserves the right to increase the gross price should GST and/or any other rates increase. Refunds will only be in Australian Dollars (AUD).
- f) You understand that the fees for any Services listed on the Website, pricing structure, payment methods, payment processes and these Terms and Conditions may be amended at any given time at the sole discretion of AI Mabin.

## **11. Dispute Resolution and Defamation**

- a) You agree not to post any content on any website(s) or social media accounts that is or could reasonably be considered to be inappropriate, defamatory, disparaging or would otherwise bring AI Mabin into disrepute.
- b) **Compulsory:**  
If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- c) **Notice:**  
A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- d) **Resolution:**  
On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties** ') must:
  - i. Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
  - ii. If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Queensland Law Society or his or her nominee;
  - iii. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
  - iv. The mediation will be held in Queensland, Australia.
- e) **Confidential:**  
All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.



**f) Termination of Mediation:**

If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

**12. Privacy**

Al Mabin takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to the Al Mabin Privacy Policy, which is available on the Website.

**13. Liability and Indemnity**

- a. Al Mabin is not liable for any loss caused to the Purchaser by Force Majeure and shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented by Force Majeure. If your need for the Goods is reduced or suspended as a result of the Force Majeure, and notification is within a reasonable time of acceptance of the Purchase Services and prior to transfer of ownership, you shall be entitled to terminate the agreement.
- b. Al Mabin's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Al Mabin is the resupply of information or Purchase Services to you.
- c. You expressly understand and agree that Al Mabin, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- d. In relation to the supply of goods, to the extent permitted by the ACL, the Supplier's liability is limited to:
  - i. replacing the goods or supplying similar goods;
  - ii. repairing the goods;
  - iii. providing the cost for replacing the goods or for acquiring equivalent goods;
  - iv. providing the cost for having the goods repaired;
- e. To the extent permitted by the ACL, the Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Purchaser.
- f. Al Mabin is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Al Mabin, by third parties or by any of the Purchase Services offered by Al Mabin.
- g. The obligations under this clause will survive termination of these Terms.

#### **14. Third party content**

We may incorporate content created by third parties on the website. We do not guarantee the accuracy, completeness or validity of third party content and you must not rely on us in that context.

If you follow a link to a third party website from our website, then your use of that other website will be subject to separate terms and policies. We are not responsible for managing third party websites and have no obligation to you in connection with your use of third party content.

#### **15. On-Selling Limitation and Client Disclosure**

- a) Any third-party Agency granted access to or authorised to use and on-sell products or services provided by AI Mabin must strictly adhere to the following limitations:
  - i. The Agency is prohibited from on-selling any products or services provided by AI Mabin without prior written consent from AI Mabin.
  - ii. The Agency must disclose in writing to AI Mabin, a comprehensive list of all clients and companies to whom they intend to on-sell the products or services before any such transaction occurs.
- b) The Agency shall submit a detailed list of every client and company that they have prior to on-selling any product or service from AI Mabin. This list must include:
  - i. The full legal name of each client or company.
  - ii. The nature of the business relationship between the Agency and each listed client or company.
  - iii. Any relevant contact information for each client or company.

This list must be updated promptly and provided to AI Mabin in the event of any changes, including but not limited to new clients or companies added to the Agency's portfolio.
- c) AI Mabin reserves the right to approve or deny any on-selling activity based on the disclosed client and company list. The Agency must obtain explicit written approval from AI Mabin for each instance of on-selling to any listed or newly added client or company.
- d) Failure to comply with this clause, including but not limited to the unauthorized on-selling of products or services or failure to disclose the required client and company list, will result in the immediate termination of the Agency's rights to use or on-sell AI Mabin's products or services. AI Mabin reserves the right to pursue legal action to recover any damages resulting from such non-compliance.

#### **16. General Disclaimer**

- a) When you use the website you are solely responsible for the consequences of your decision to share information with us. By using the website, you are permitting us to use your content without attribution, payment or any other commitment to you and you are representing that you are not violating or infringing anyone else's rights in doing so. You must not rely on us for the

accuracy, completeness, validity or fitness for purpose of the content on the website.

- b) Your use of the website does not confer any rights, title or interest in the intellectual property rights subsisting in the content on the website. We do not grant any such rights to you. We reserve all of our rights in the content.
- c) AI Mabin reserves the right to discontinue the use of any Products for any reason and to elect to replace the Product with an alternative. Upon notice from AI Mabin of any discontinuance of a licence for a particular Product, the licence to use the discontinued Product contained in this Agreement will terminate and you agree not to use the Product in the future in any manner or form whatsoever.
- d) You acknowledge that AI Mabin does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- e) AI Mabin will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that Products may differ slightly in colour from what is displayed on the Website.
- f) Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- g) Subject to this clause, and to the extent permitted by law:
  - i. all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded;
  - ii. AI Mabin will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity pursuant to statute or otherwise.
- h) Use of the Website, the Purchase Services and any of the Products of AI Mabin (including Delivery Services), is at your own risk. Everything on the Website, the Purchase Services and the Products of AI Mabin, are provided to you on an "as is" and "as available" basis, without warranty, or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of AI Mabin (including any third party where the Delivery Services are made available to you) make any express or implied representation or warranty about its Content or any Products or Purchase Services (including the Products or Purchase Services of AI Mabin) referred to on the Website. This includes (but is not restricted to) any loss or damage you might suffer as a result of the following:
  - i. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct or theft, destruction, alteration or unauthorised access to records;

- ii. the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- iii. costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- iv. the Content or operation in respect to links which are provided for the User's convenience;
- v. any failure to complete a transaction, or any loss arising from e-commerce transactions on the Website; or
- vi. any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

#### **17. Notice**

Any notice required or permitted to be given by either party to the other under these conditions will be sent by email to the address provided by the Purchaser. Sufficient notice will be deemed to have been served on the expiry of 24 hours after the email correspondence has been sent.

#### **18. Governing Law**

The Terms and Conditions contained within this Agreement are governed by the laws of Queensland and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland. The Purchaser cannot bring a claim, suit or action arising out of any part of this Agreement in a different jurisdiction, regardless of the Purchaser's geographical locations.

#### **19. Entire Agreement**

These Terms and any document expressly referred to in them represent the entire agreement between the Purchaser and the Website Provider and supersedes any prior agreement, understanding or arrangement between the Purchaser and the Website Provider, whether oral or in writing. If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

#### **20. Contact Us**

If you have any questions in relation to these Terms or the Privacy Statement, please pick up the phone to speak directly with Al or contact us at [alice@almabin.com](mailto:alice@almabin.com).

### **PRIVACY STATEMENT**

1. Your privacy is important. We take our responsibility for your privacy seriously and share responsibility for the security of your information with you, as set out in this policy. By using our website at [www.almabin.com](http://www.almabin.com), you consent to this policy.
2. Our privacy policy defines how we store, maintain, use and share your personal information. Personal information is defined in the Privacy Act 1988 as any information or an opinion about an identified individual, or a reasonably identifiable individual, whether the information or opinion is true or not, and in however manner the information or opinion is recorded.
3. By providing personal information, you agree to our storage, maintenance, use and disclosure of your personal information in accordance with this privacy policy. Where our privacy policy is changed, we will update the privacy policy on this website.

#### **4. Collection**

We collect personal information about you when you:

- i. Submit a form
- ii. Send us a letter or email
- iii. Call or SMS us
- iv. Visit the website
- v. Make a purchase on the website
- vi. Communicate with us via our social network profiles
- vii. Interact with our advertising
- viii. Apply for employment opportunities with us
- ix. We may also collect personal information from you through online analytics tools (eg Google Analytics), sharing tools, or cookies. If you do not wish information to be stored via cookies, you can disable cookies on your web browser.

#### **5. What we collect**

The types of personal information that we collect from you may include:

- i. Name
- ii. Address
- iii. Email address
- iv. Phone number
- v. Social media details
- vi. IP address
- vii. Browser information
- viii. Device information
- ix. Standard web logging information, including cookies
- x. Information contained in website form submissions

#### **6. Links to other websites**

This policy does not apply to any use of websites that we link to on this website. You should review and accept the privacy policies that apply to those sites and should not rely on us to do that on your behalf.

#### **7. Sharing and Disclosure**

We may share your information with service providers that we engage to deliver our services to you. Your personal information may be disclosed to parties outside Australia, such as cloud and hosting providers, contractors, social media tools, and other third parties. To the extent possible we will take reasonable steps to ensure that overseas parties deal with personal information in a manner consistent with Australian legislative standards. They may be subject to different privacy policies, and regulations.

#### **8. Security**

We take reasonable precautions to protect the security of your personal information, including password protected databases, and only sharing information with employees, contractors, and representatives of our business on a need to know basis. We cannot provide an absolute guarantee on the security of your personal information.

#### **9. Disclaimer**

While we take the measures outlined in this policy to protect your personal information, we will not have any liability arising from any unauthorised access to your personal information.

We strive to protect information you provide on our website. We will use all reasonable endeavours to ensure that your information is not compromised.

**10. Managing your personal information**

You are entitled to review, manage and delete your account at any time. You can do this by contacting us.

**11. Contact**

If you have a question or complaint about this policy, or would like to know what personal information we store, you can contact us on [alice@almabin.com](mailto:alice@almabin.com).