

# **Terms and Conditions of Website**

**4 October 2019**

# Celebrants Australia Inc

## Terms and Conditions of Website

### USING OUR WEBSITE

#### Celebrants Australia Inc Website

Celebrants Australia Inc Ltd A0046556A ("**Celebrants Australia**") website is offered to you conditional upon your acceptance of these Terms and Conditions of Website and the associated Privacy Statement. Your use of and access to the Website constitutes your acceptance.

We may change the Terms and Conditions of Website at our discretion and without notice. A version of the current Terms and Conditions of Website will be available on the Website as they are changed. By continuing to use our Website you accept the Terms and Conditions of Website as they apply from time to time.

The laws applicable to use of the Website and to disputes arising out of the Website are the laws applying in the State of Victoria in Australia. If you access the Website from outside Australia, you are also responsible for ensuring compliance with all applicable laws in the place where you are located.

#### Anti-spam notice

Publication of electronic addresses on the Website is for the purpose of professional communication only and must not be used to infer consent by Celebrants Australia to the receipt of unsolicited commercial electronic messages.

#### Website Content

Material or information ("**Content**") on the website is not advice and is subject to periodic changes and may include technical inaccuracies or typographical errors. Celebrants Australia does not warrant the accuracy, completeness or adequacy of the Content in the Website. You should make your own enquiries before entering any transaction on the basis of the Content on the Website.

Celebrants Australia reserves the right to moderate any user-generated Website Content as it considers appropriate.

#### External links and advertisements

The Website may contain links to websites maintained by other organisations over which Celebrants Australia has no control. Celebrants Australia does not necessarily sponsor,

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endorse, or approve any material or advertising on external sites or the operations of external sites. You access those external sites and use their information, products and services solely at your own risk.

Celebrants Australia does not make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material or advertising on external sites to which the Website is linked, nor is Celebrants Australia responsible for the availability of these external links. You should refer to the relevant external site or advertiser for information on its products or services.

You must not create or maintain any link from another website to the Website without our written consent.

### **Limitation of liability**

Celebrants Australia (i) makes no warranties or representations about the Website or any of the Content; (ii) accepts no responsibility for any loss suffered by you or anyone else in connection with the use of the Website or any of the Content; (iii) does not guarantee that the Website will not cause damage or is free from viruses or any other defects or errors. Under no circumstances will Celebrants Australia be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to the Content. This includes, but is not limited to, the transmission of any computer virus or any other defects or errors.

Celebrants Australia shall not be held responsible or liable for any direct or indirect loss or damages caused or alleged to have been caused by your use, of, or reliance on, any content, goods or services available on external sites. Any concerns regarding an external link, should be directed to its responsible site administrator or webmaster.

Celebrants Australia excludes, to the maximum extent permitted by law, any liability which may arise as a result of the use of the Website or the Content on it. Where any law implies a warranty or guarantee which may not be lawfully excluded, then to the maximum extent permitted by law, Celebrants Australia Inc's liability respectively for breach of the warranty or guarantee will at its option be limited to the supply of the services again or the payment of the cost of having them supplied again.

### **Copyright in material on this site and restriction of use**

Save and except for any third party copyright included on the Website under a licence or agreement, all the Content of the Website and downloads from it, is owned by Celebrants Australia. All rights are reserved.

Other than for the purposes of and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) (or any other applicable legislation throughout the world), or as otherwise provided for in this copyright notice, no part of any Content may in any form or by any

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means (including electronic, mechanical, microcopying, photocopying or recording) be reproduced, adapted, stored in a retrieval system, transmitted or reproduced on any other Internet website without the prior written permission of the copyright owner.

For further information about copyright in Content contact Celebrants Australia. Celebrants Australia grants you permission to do the following with the Content unless otherwise indicated:

- store a reproduction of the Content on your local computer for the sole purpose of viewing it
- print hard copies of the Content for non-commercial use or personal use only
- reproduce or distribute any complete page of the Content so long as: you do not reproduce or redistribute less than a complete page, or, where a document consists of more than one page, less than the complete document you do not modify the copy from how it appears on the Website (unless expressly authorised by Celebrants Australia)
- this copyright notice appears in its entirety in each copy made or distributed, and the content is appropriately attributed to Celebrants Australia.

Without limiting the foregoing, you must not reproduce, frame, transmit (including broadcast), adapt, link to, or otherwise use any of the Content on the Website including any audio and video excerpts without the prior written approval of Celebrants Australia.

### **Copyright in other material**

Celebrants Australia makes no warranties or representations that third party material on the Website or material on other websites to which the Website may be linked, does not infringe the intellectual property rights of any person anywhere in the world.

Celebrants Australia is not and must not be taken to be, authorising infringement of any intellectual property rights contained in material on other sites by linking the Website to such material on other sites.

### **Indemnification**

You agree to indemnify, defend and hold harmless Celebrants Australia, its officers and employees, from any loss, liability, claim, demand, damage or expenses (including reasonable solicitor's fees) asserted by any third party due to or arising from or in connection with your use of Content, or your conduct on the Website, or messages posted or transmitted by you on or through the Website. Celebrants Australia reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnification obligations.

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### **Invalid terms and conditions**

In the event that any or any part of the terms contained in these Terms and Conditions of Website are determined by a court to be invalid, unlawful or unenforceable, then such terms shall be severed from the remaining terms.

### **Variation of Terms and Conditions of Website**

Celebrants Australia reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms and Conditions of Website at any time and you should therefore periodically review this page.

### **Website unavailability**

Celebrants Australia does not accept responsibility in the event that the Website is unavailable to you due to any computer downtime, malfunction or such other event outside the control of Celebrants Australia.

### **Forums and public communication**

Forum includes without limitation; use of the Samepage collaborative tool and its chat area, message board, blog, discussion board, instant messaging, mobile messaging or e-mail function offered as part of the Samepage website. If you participate in any Forum within the Samepage website, you agree to follow our terms set out below, including the specific terms for the use of Samepage.

Celebrants Australia is not responsible for the content or opinions posted or sent by users in any forum. You acknowledge that: (i) you take responsibility for postings under your username; (ii) you use the information provided in the forums at your own risk; (iii) anything you submit on the Samepage website by way of any forum is internal to that website and that, therefore, you have no expectation of privacy with regard to any such submission; (iv) Celebrants Australia does not guarantee and is under no obligations, to take action in response to any suggestions or requests placed by any person within the forum; (v) the forums and features on the Samepage website are forums for public members use and not private communications. Please keep in mind that whenever you give out personal information online, for example, via message boards or chat, that information can be collected and used by people you don't know. Celebrants Australia cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

You furthermore agree not to do any of the following:

- Post, distribute, or otherwise make available or transmit any data, text, or message, that Celebrants Australia deems to be: (i) defamatory, abusive, harassing, insulting,

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threatening, or that could be deemed to be stalking; (ii) bigoted, hateful, or racially offensive; (iii) vulgar, obscene, or sexually explicit (language or images); or that (iv) encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; or that (v) infringes and / or violates any domestic or international law, rule, or regulation or make statements that do not generally pertain to the designated topic or theme of any forum.

- Advertise or sell any products, services or otherwise (whether or not for profit) or solicit others or use any forum for commercial purposes of any kind.
- Impersonate any person or entity or misrepresent your identity or affiliation with any person or entity.
- Engage in antisocial, disruptive, or destructive acts, including "flaming", "spamming", "flooding", "trolling", and "griefing" as those terms are commonly understood and used on the internet.

Celebrants Australia reserves the right to:

(i) remove any material, and if we deem appropriate, to turn over to law enforcement officials, any material, including message, e-mail, or posting, that is in violation of these terms (ii) remove messages, emails, or postings that do not pertain to the designated topic or theme of the forum (iii) comply with any order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using the Samepage website in violation of the law (iv) either via staff posting or otherwise, initiate any discussion based on feedback from members (v) otherwise remove or edit content from any forum at any time and for any reason although it has no duty to do so.

### **Password requirement**

Celebrants Australia members may obtain a password by logging into the Samepage website and registering a password. In certain circumstances non-members may be able to obtain a password. For further information, please contact us. Celebrants Australia may refuse to issue a password, in their sole discretion, until such time as it has satisfied itself about the identity of the user and the ability of the user to perform its obligations under these Terms and Conditions of Website.

### **Password security**

You must keep your password confidential at all times. You must not: (i) allow anyone to watch you enter your password when accessing the Samepage website; (ii) record your password in any manner that would indicate to anyone that it is the user's password. You must inform us as soon as possible if you become aware of misuse of your password or loss or theft of a record of the password, or if you suspect that the password has become known to anyone. If you delay unreasonably in notifying us, you will be liable for your losses.

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### FINANCIAL TRANSACTIONS

#### Payments

Celebrants Australia securely handles payments via Stripe Payments Australia Pty Ltd, as a tool for its e-commerce facility (shopping cart). Stripe is an American company based in San Francisco, California and operates across 120 countries around the world and provides a 3D Secure authentication process, as required by the Strong Customer Authentication (SCA) regulation rules in Europe. Stripe certifies that it is a PCI-DSS Level 1 certified payment services provider.

Payments may be made using Stripe or by direct bank transfer (preferred) or by cheque, to Celebrants Australia. This Website may provide for financial transactions of members in order to apply for membership of Celebrants Australia ,training and events, or purchase any other products or items. Unless otherwise indicated, no product or service shall be delivered to you without payment being received by Celebrants Australia. Celebrants Australia will advise members from time to time of which particular payments or services that can be made using the Website e-commerce facility.

#### Payment types – Celebrants Australia Inc

The following payment options are available:

- direct bank transfer;
- Cheque;
- credit card; or
- debit card.

The following credit cards are accepted:

- Visa;
- Mastercard; and
- American Express.

#### Payments by direct bank transfer details:

BSB: 633 000  
Account number: 151477619  
Name: Celebrants Australia Inc.

(Remember to quote your name)

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### Payments by cheque details:

Payable to: Celebrants Australia Inc  
Postal Address: Treasurer, CA Inc  
11 Savanna Parade  
Truganina Vic 3029

### Prices

Prices are correct at the time they appear on the Website and advertised in promotional material. However, Celebrants Australia reserves the right to change prices at any time.

Prices may have a goods and services tax ("GST") component which you may check at point of payment in the shopping cart. GST may apply depending on the item or product you are purchasing. Unless otherwise stated the prices include processing, handling and delivery charges (as applicable).

### Promotion discounts

The terms and conditions in this clause 21 apply to promotions on the Website.

Additional promotion terms and conditions specific to an event or item may apply and be notified by Celebrants Australia including but not limited to: on the detailed page for the applicable event, item or payments page on the Website, in an email, or other advertising materials relating to the event or item, issued by Celebrants Australia from time to time.

- Promotion discounts may be valid for a limited time only.
- Celebrants Australia reserves the right to modify or cancel a promotion at any time, including for non-compliance with promotion terms or conditions.
- Unless otherwise specifically stated, a promotion discount applies only to qualifying items.
- Only one promotion discount can be applied to the shopping cart at a time.
- Discounts offered through promotion discounts apply to the standard GST exclusive price.
- A promotion discount may not be combined with any other promotion discounts or offers (for example, early bird discount).
- An offer connected to a promotion discount is non-transferrable and may not be resold.
- A promotion discount may only be used with Celebrants Australia events and items (whether sold via the Celebrants Australia Website or over the telephone by calling Celebrants Australia) and includes third-party products or services.
- If you do not apply a promotion discount to a qualifying event or item in your shopping cart, the benefit or discount offered under that promotion discount will not apply.



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- If you cancel a purchase which was made using a promotion discount, your refund will equal the amount you paid for the item, subject to applicable refund policies for the event or item.
- Promotion discounts are void if restricted or prohibited by law. If you violate any of the offer terms, the promotion discount will be invalid.

### Shopping privacy

In addition to those provisions under the **Celebrants Australia Privacy Statement**, Celebrants Australia will disclose relevant personal information collected about you when you place an order to relevant third party suppliers (if any) for the purposes of processing your order and delivering your ordered item(s) (if applicable). The third party supplier has agreed that such information shall not be used except for the purposes of fulfilling the order. The third party supplier will retain such relevant information as is necessary for the purposes of any warranty claim. Upon expiry of such a time, the information will be returned to Celebrants Australia and managed in accordance with the Celebrants Australia Privacy Statement.

### Celebrants Australia Inc Membership

Applying for Celebrants Australia membership includes the acceptance of the Constitution, and in particular its goals, objectives and principles.

Membership eligibility is open to ..... (to be defined in the Constitution)

### Directory Entries and Member Profiles.

Celebrants Australia accepts listings from its members for promotion of their individual celebrant business, and acceptance of associated wording is at the discretion of Celebrants Australia only.

Members' photo and profiles are accepted free of charge and are available to be sorted and selected by postcode.

It is the member's individual responsibility to create and ensure their information is up-to-date.

In order that we can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any Australian laws and/or that you have the right to give us permission to use it for the purposes specified and use in Celebrants Australia's promotions.