

## **WEBSITE TERMS AND CONDITIONS OF USE**

### **1. About the Website**

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This Website with URL address [www.dazzleimage.com.au](http://www.dazzleimage.com.au) is owned and operated by Sue Maree, 'Susanne Harries Trading as Dazzle Image Consulting ABN 92 891 312 364 (**Dazzle Image Consulting®**).

By using [www.dazzleimage.com.au](http://www.dazzleimage.com.au) (**the Website**) or any of its contents, you agree to comply with these terms and conditions (**Terms**).

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 immediately.

The content of this Website is for your general information and use only. It is subject to change without prior notice. We may update our terms and conditions from time-to-time and the new provisions will apply from the date of their publication.

### **2. Acceptance of the Terms**

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You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Dazzle Image Consulting.

### **3. Your obligations**

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You agree to comply with the following:

- (a) you will use the Website only for purposes that are permitted by:
  - (A) the Terms; and
  - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you will not use the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Dazzle Image Consulting;
- (c) you will not use the Website for any illegal and/or unauthorised use. Appropriate legal action will be taken by Dazzle Image Consulting for any illegal or unauthorised use of the Website; and
- (d) you acknowledge and agree that any automated use of the Website is prohibited.

### **4. Copyright and Intellectual Property**

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The Website, and all of the related products of Dazzle Image Consulting 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 Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements, resources and interactive features) are owned or controlled for these purposes, and are reserved by Dazzle Image Consulting.

All trademarks, service marks and trade names are owned, registered and/or licensed by Dazzle Image Consulting, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are using the Website to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

Dazzle Image Consulting does not grant you any other rights whatsoever in relation to the Website or its contents. All other rights are expressly reserved by Dazzle Image Consulting.

Dazzle Image Consulting retains all rights, title and interest in and to the Website and all related services. Nothing you do on or in relation to the Website will transfer any:

- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),  
to you.

You may not, without the prior written permission of Dazzle Image Consulting: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the contents of the Website, unless otherwise provided by these Terms. This prohibition does not extend to materials which are freely available for re-use or are in the public domain.

## **5. Privacy**

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Dazzle Image Consulting takes your privacy seriously and any information provided through your use of the Website are subject to Dazzle Image Consulting's Privacy Policy, which is available on the Website.

## **6. General Disclaimer**

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Nothing in the 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.

Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) Dazzle Image Consulting will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with use of the Website, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the Website is at your own risk. Everything on the Website is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Dazzle Image Consulting make any express or implied representation or warranty about the services referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) 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;
- (b) the accuracy or suitability of any information on the Website;
- (c) costs incurred as a result of you using the Website; and
- (d) the operation in respect to links which are provided for your convenience.

## **7. Limitation of liability**

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To the extent permitted by law, Dazzle Image Consulting excludes all liability to you on any basis (including negligence) for any loss or damage, however caused, which you may suffer in relation to your use of the Website or any contents.

## **8. Indemnity**

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You agree to indemnify Dazzle Image Consulting from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your use of the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

## **9. Governing Law**

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The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested.

## **10. Severance**

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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.