



## WEBSITE TERMS OF USE AND DISCLAIMER

This website (located at <https://www.revellation.com.au/>) is owned and operated by A.M Revell & T.L Revell trading as Revellation (ABN 38 104 642 998) Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use and disclaimer which, together with our Privacy Policy, govern our relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

Use of our website memberships is a paid service. Please refer to the website for pricing and terms and conditions. Should you not agree with any of those terms and conditions, please do not use our website.

Your use of this website is subject to the following terms and conditions:

### **1. What we do**

Our website provides technical and virtual support. Our service is produced manually and delivered virtually. We do not provide any follow up services.

Unused services within a stated payment period is ceded.

### **2. Use of our website**

This website is only available for use by Australian residents. If you are not ordinarily resident in Australia, you are not permitted to use the website.

You are authorised to use this website to learn about our service for general information only.

You can only ever use our website for lawful purposes in a manner consistent with the nature and purpose of the website, and in a way that doesn't impact on anyone else's use and enjoyment of the website. We have a zero-tolerance policy for users who:

- a) conduct themselves unlawfully or encourage such conduct;
- b) post any defamatory, obscene, offensive or scandalous material;
- c) harass or cause distress or inconvenience to any person;
- d) disrupt the website, our service or our private Facebook group;
- e) change, add to, remove, deface, hack or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things;
- f) use or attempt to use our services for any ingenuine reason, such as obtaining contact details for marketing or re-sale purposes.

We reserve the right to ban any users who engage in such behaviour from accessing our website and to remove any such users from the private Facebook group.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages. You indemnify us on a continuing basis for any loss or damage we suffer as a result of your unauthorised use of our service or website.

### **3. No warranty or guarantee**

We make no warranty or guarantee in relation to our website or service, other than those we are specifically obliged to provide by law. We make no warranty, guarantee.

### **4. Your responsibilities**

As a user of our website, it is your responsibility to read our Privacy Policy and ensure you're comfortable with how we collect, use and disclose your personal information.

### **5. Disclaimer and indemnity**

Nothing in these terms limits or excludes any rights, guarantees, warranties, representations or conditions that you are entitled to by law that can't be limited or excluded, including under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**).

Where we are unable to exclude liability to you, but are able to limit it, we do so limit our liability to you to the maximum extent permissible by law, including under section 64A of the ACL to the supplying of the services again or the payment of the cost of having the services supplied again.

Where we are able to exclude liability to you, we do so exclude all liability and all terms, guarantees, warranties, representations or conditions as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any purpose which are not expressly stated in these terms. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

We 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 to which you are entitled under the ACL), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the website or these terms (including as a result of not being able to use the website), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise. If we can't exclude liability but we can limit it, we limit it to the maximum extent permitted under section 64A of the ACL.

We make the website available to you, however you use it at entirely your own risk, for which we will not be liable. Everything on the website is provided "as is" and "as available" – we don't

make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third party conduct arising out of the website;
- unsuitable or out of date information on the website (including third party material and advertisements on the website);
- you or any other person acting or not acting, on any information;
- personal injury or property damage of any nature resulting from your or any other person's access to or use of the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any interruption of transmission to or from the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the website, including links to other sites;
- costs incurred by you in using the website; and
- links which are provided for your convenience.

It is your own responsibility to ensure that any services or information available through this website meet your specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

## **6. Intellectual property**

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the website, and is protected by copyright under the laws of Australia and through international treaties.

Unless we say otherwise, all rights (including copyright) in the website are owned or controlled by us and are reserved by us.

Any reproduction of the website or website content is prohibited other than in accordance with these terms.

All designs, trademarks, service marks and trade names are owned, registered and/or licensed by us, save for any trademarks reproduced on this website which are not the property of or licensed to us, which are acknowledged on the website.

As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our website in accordance with these terms, to copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

Except as outlined above, we don't grant you any other rights whatsoever in relation to the website- all other rights are expressly retained and reserved by us and nothing you do on or in relation to the website will transfer any intellectual property or associated rights.

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so, as long as you attribute same to us and link back to our website. If you'd like to share, re-publish or otherwise use our website or content in a way that you aren't expressly authorised to do by these terms, please don't hesitate to get in touch with us.

## **7. Submissions**

Any material you send to us (including any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information) will be deemed to be non-confidential and non-proprietary, unless you tell us otherwise. You authorise us to use it for any purpose, without compensation to you.

You warrant that all information that you submit to us is true and correct, to the best of your knowledge and information, and that you are the rightful owner of all intellectual property rights in such information.

You indemnify us on a continuing basis for providing any information that is false, misleading or deceptive or the provision and/or our subsequent use of which constitutes a breach of any person's intellectual property rights.

## **8. Privacy**

We take your privacy seriously. All information we collect through your use of the website and how we use and disclose it is set out in our Privacy Policy, which is available on our website.

## **9. Our use of cookies**

We use cookies to monitor browsing preferences and to help us improve, promote, and protect our website and services. By continuing to use the website, you agree to our cookie policy. You can find out more information about our cookie policy in our Privacy Policy, which is available on our website.

## **10. Security**

Our website is security assured by Wix. We use our best endeavours to ensure the website is free of any malware, bugs, viruses, trojan horses, ransomware or other harmful code or

communications which may be transmitted to or through the website, including links to other sites.

## **11. Changes to content and terms**

All the content on our website is subject to change without prior notice, including the service we provide, how we provide it and pricings.

If we decide to change these terms (and we can do so at any time), we'll post a copy of our revised terms on our website. A change may include adding fees or charges as a term of access to our service. Changes to the terms will take effect immediately on being published on the website. Your continued use of the website indicates your acceptance of the revised terms.

## **12. Severance**

If any part of these terms is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed and the rest of the terms will remain in force.

## **13. No affiliation**

Our website is not a part of the Facebook website, Facebook Inc, YouTube, Instagram, Snapchat, Twitter or Google, nor is it endorsed by or affiliated with any of those websites or their owners in any way.

## **14. Termination**

The agreement between us constituted by your use of the website may be terminated at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, however, you will no longer be authorised to access the website. We will not be liable to any person for any failure to provide or finish providing a service at such time.

## **15. Jurisdiction**

As we are based in Tasmania, these terms will be governed by the laws of Tasmania. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of Tasmania and courts of appeal from them.