



WEBSITE TERMS AND CONDITIONS

Welcome to Kiewa Designs [ABN 38918031926] and www.kiewadesigns.com, our website. We hope you enjoy browsing around. By visiting our website and using the services our website provides, you are agreeing to these terms and conditions and any other policies we publish or link to on our website; these form an "Agreement". If you don't agree, you must surf elsewhere; we may terminate your use of our website immediately if you breach our Agreement. We may also change, suspend or stop providing our website at any time.

YOUR OBLIGATIONS WHEN USING OUR WEBSITE

To provide correct information and comply with the law

When providing us with information such as when filling out any of our opt-in or other forms you must give current and accurate information. You must also comply with the laws of VIC and Australia when you use our website, including, but not limited to, all our intellectual property and cybercrime laws. Where you access our website from outside of Australia, you must also comply with all the relevant local laws.

To only make personal and non-commercial use of our Content

You agree that the copyright in all Content on our website is owned or licensed by us. You must only use the website and its Content for your personal and non-commercial use. Any other use is prohibited unless permitted by law, or with our prior written permission which you must seek by emailing kiewadesigns@gmail.com. All trademarks on our website belong to their respective owners.

To use third party software, links etc at your risk

We provide links on our website to other sites. We provide the links for your assistance only, and we have no control over those other sites and do not endorse them in any way. Any use of those sites is at your sole risk, and you must direct any concerns regarding their products or services to them. We also provide access to third-party apps and software to enhance the functionality of our website. We have no control over those third-party apps and software, and do not make any warranties in relation to them. You use them at your own risk, and you must read and agree to their terms and conditions which govern your use of them.

To be respectful when posting

We encourage you to engage in online discussions in our community, however, we do not recommend that you include any personal information such as your email address or physical address in any posts.



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When you engage in discussions, your posts will not be confidential, and you must comply with our posting rules. You must not post any of the following, which is determined at our discretion:

- any disrespectful, inappropriate, offensive, threatening or abusive content;
- any content that breaches the rights of a third party (e.g. which is defamatory);
- any content that impersonates any other person, or misleads us as to the origin of your posts;
or
- any advertising, self-promotion or sales.

Where posts do not comply with these rules, or are otherwise objectionable, we may, but are not obliged to remove them. You are solely responsible for all your posts.

WE MAKE NO WARRANTIES OR GUARANTEES

We cannot represent, warrant or guarantee that:

- our website will always be available, that your use will not be interrupted or that our website is free from viruses or secure; or
- our Content is accurate, complete and current.

For example, sometimes we will be making changes to our website, or you may come across an old landing page, historical information, incomplete pages or inaccuracies. Whilst we cannot guarantee these matters will be corrected, please email us at kiewadesigns@gmail.com if you find any issues.

LIMITATION OF LIABILITY AND INDEMNITY

We exclude, to the maximum extent permitted by law, any liability in connection with your use of our website and its Content. We are not responsible for any Loss or Damage suffered in connection with your use of our website, its Content, any interruptions, changes, suspension or termination of our website or any events beyond our control.

You indemnify us for any Claim arising out of or in connection with any third-party links, websites, apps, software, products and services; your breach of this Agreement, your breach of the law including your local laws, or your breach of the rights of a third party.

OTHER

This Agreement is governed by the laws in VIC, Australia and the parties submit to the jurisdiction of the courts of VIC, Australia. If any part of these terms and conditions is not enforceable, it shall be severed from this Agreement and the remaining provisions will be in full force and effect. The obligations and liabilities in this Agreement survive termination. The failure to exercise our rights or



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enforce a provision under this Agreement does not waive the future operation of that right or ability to enforce the provision.

DEFINITIONS

Claim means any claim, under statute, tort, contract or negligence, any demand, award or costs.

Content means any content on our website, and could be any trademarks, brand names, logos, all copy, images, art, graphics, music, audio, videos, designs or any other content.

Loss or Damage means any loss or damage including, but not limited to, any loss of salary, loss of revenue, loss of goodwill, downtime costs, loss of profit, loss or damage to reputation, loss of data, personal injury, property damage or legal costs.

We, us, or our means Deborah Smith t/as Kiewa Designs [ABN 38918031926] and includes any of our employees, agents, partners and contractors.