

## **LOCALFLOURISH - WEBSITE TERMS & CONDITIONS**

### **1. WHO, WHAT AND WHERE**

- 1.1. LocalFlourish Pty Ltd ABN 50 624 120 305 (“**LocalFlourish**”) grants you a non-exclusive and revocable license to use and access the website [www.localflourish.com.au](http://www.localflourish.com.au) (“**Site**”). In these Terms & Conditions, “**us**”, “**we**” and “**our**” refer to LocalFlourish and references to “**you**” and “**your**” is to you, the end user. These Terms & Conditions is made in accordance with the laws prevalent in Victoria, Australia.

### **2. WHAT YOU AGREE TO WHEN USING THIS SITE**

- 2.1. By using the Site you agree to be bound by these Terms & Conditions and our Privacy Policy. If you do not agree with these Terms & Conditions you must immediately stop using the Site.
- 2.2. The content on the Site is for informational purposes only.
- 2.3. We may change, update or otherwise amend the Site at our absolute discretion and without notice.

### **3. WHO CAN USE THE SITE**

- 3.1. You are granted a non-exclusive, limited and revocable license to access the Site on the condition that:
  - (a) You only use the Site for lawful purposes;
  - (b) You do not engage in any improper, indecent or offensive behaviour;
  - (c) You are not breaking any local, state or federal law in your relevant jurisdiction by accessing this Site; and
  - (d) You will treat the Site and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person (as determined by us).

### **4. REGISTRATION & MEMBERSHIP**

- 4.1. If you are granted an account via the Site, you must provide us with accurate personal and contact information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Site.
- 4.2. You must maintain your username and password to access the Site. It is your responsibility to keep your username and password secure and you indemnify us for any loss or damage we suffer as a result of unauthorised access to your account. You are solely responsible for the use of your account, irrespective of who it utilising it, whether with or without your permission.

### **5. SITE AVAILABILITY**

- 5.1. By using this site you acknowledge that we are not required to keep the Site available for your use and we make no warranties as to its availability.

- 5.2. We accept no responsibility for the unavailability of this Site, or any offers of services and/or products found on the Site, and you agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access the Site.
- 5.3. We make no guarantees, implied or express, as to the ongoing availability of the Site or any offers of services and/or products found on the Site.

## **6. INTELLECTUAL PROPERTY**

- 6.1. All content on the Site is the copyright and property of LocalFlourish. Without the express written permission of LocalFlourish, you shall not:
  - (a) Replicate all or part of the Site; or
  - (b) Incorporate all or part of the Site in any other webpage, site, application or other digital or non-digital format.
- 6.2. LocalFlourish has moral and registered rights in its trademarks and you shall not copy, alter, use or otherwise deal in the marks without the prior written consent of LocalFlourish.
- 6.3. You agree that by using the Site you will not copy the Site for your own commercial purposes. You agree and warrant that you will not solicit the users of the Site to join another competing site or in any way to stop using the Site in preference of using another site offering comparable services. You indemnify us for any loss or damage we suffer as a result of your breach of this warranty.

## **7. THIRD PARTY WEBSITES & ADVERTISING**

- 7.1. The Site may contain information & advertising from third-party businesses, people & websites ("Third-Parties"). You consent to receiving this information as part of your use of the Site.
- 7.2. We are not responsible for any information transmitted by Third Parties or liable for any reliance you make upon the information or statements conveyed by Third Parties (or in relation to your dealings with Third Parties), nor are we responsible for the accuracy of any advertisements. .

## **8. LIMITATION OF LIABILITY & INDEMNITY**

- 8.1. You agree that you use the Site at your own risk.
- 8.2. You agree to use the Site in accordance with any instructions.
- 8.3. You acknowledge that we are not responsible for the conduct or activities of any User or Member and that we are not liable for such under any circumstances, including any loss or harm of a User or third party resulting from the misuse of content on the Site.
- 8.4. You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site, including any breach by you of these Terms & Conditions.
- 8.5. In no circumstances will we be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Site or any content, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or

should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.

8.6. Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, we and our related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:

- (a) the re-supply of or payment of the cost of re-supply of services; or
- (b) the replacement or repair of goods or payment of the cost of replacement or repair.

## **9. TERMINATION & CANCELLATION**

9.1. Either party may end the agreement formed by Terms & Conditions immediately by giving the other party written notice. It is not essential to provide reasons for the termination. Where these Terms & Conditions have been terminated, you must immediately cease using the Site.

9.2. Your use of the Site may be cancelled at any time, for any reason by LocalFlourish on a temporary or permanent basis by LocalFlourish giving you written notice. You must immediately cease using the Site should you receive a notice cancelling your license to use the Site.

## **10. NOTICES**

10.1. You can direct notices, enquiries, complaints and so forth to LocalFlourish at the contact details found on the Site.

10.2. We may send you notices and other correspondence to the details that you submit to the Site, or that you notify us of from time-to-time. It is your responsibility to update your contact details as they change.

## **11. GENERAL**

11.1. LocalFlourish shall at its absolute discretion amend these Terms & Conditions at any time, which shall become effective by giving you notice.

11.2. Nothing in these Terms & Conditions shall be deemed to form a relationship between LocalFlourish and you of joint venture, partnership, employment or other association in any way other than parties to these Terms & Conditions.

11.3. Any provision of these Terms & Conditions, which is invalid or unenforceable in any jurisdiction, is, as to that jurisdiction, ineffective to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms & Conditions or affecting the validity or enforceability of that provision in any other jurisdiction. The parties will negotiate in good faith to replace any such provision with a provision which is valid and enforceable and consistent with the intention of these Terms & Conditions, so far as is reasonably practicable.

11.4. The parties agree that these Terms & Conditions shall be accepted electronically and the agreement to these Terms & Conditions is formed and validly entered into electronically.

11.5. The termination of these Terms & Conditions does not affect the parties' rights in respect of periods before the termination of these Terms & Conditions.

11.6. These Terms & Conditions are subject to the laws of Victoria, Australia.