

TERMS AND CONDITIONS

The website <https://simpsoncottage.com.au/> and all associated digital platforms, media accounts, mobile applications (together, **the Website**), contents, products, materials and services (together, **the Services**) are owned and operated by **S Larnach & T Larnach trading as Simpson Cottage ABN 47 685 846 417 (Simpson Cottage, we, us, our)**. The term 'you' refers to any user or browser of the Website or purchasers of our Services.

The Terms and Conditions and any additional disclaimers, policies and legal notices displayed on our Website from time to time explain how you may use our Website and Services. It is important that you read and understand these Terms and Conditions. By accessing any information, or using the Services provided on the Website, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions, as updated from time to time, whether or not you are a visitor simply browsing (together, **users**).

You agree that the use of the Website and Services is at your own risk. If you are under the age of eighteen (18), you must obtain your parent or guardian's prior consent to use the Website and Services. You acknowledge and agree that using the Website and Services in any way other than what is expressly stated in these Terms and Conditions will amount to a breach of this Agreement, and this Agreement may be terminated in accordance with the provisions below.

These Terms and Conditions do not modify, restrict, or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted or excluded. If at any time you do not agree with the Terms and Conditions (or any changes to them), please do not continue to use the Website and Services.

1. PERMITTED USE

Simpson Cottage prohibits the use of the Website or any of its functionalities, features and content, in any manner other than expressly indicated. You agree to use the Website and Services responsibly and to comply with any applicable laws and regulations. You agree you must not interfere or disrupt the platforms, servers or networks connected to the Website. You agree you may not use the Website or Services for any purpose that is unlawful or to solicit the performance of any illegal activity or other conduct that infringes Simpson Cottage's rights or the rights of others.

You may not use the Website or Services, or any part of, for any commercial purpose or for the benefit of any third party, including but not limited to incorporating, modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting or distributing in any manner or medium (including by email or other electronic means) any content or additional information accessed or purchased through our Services, or any other communications provided by us for your own personal use, or in a manner not permitted by the Terms and Conditions.

2. SERVICES DISCLAIMER

Our Website and Services are subject to the NSW Code of Conduct for the aim to provide holiday rental accommodation and information. The information, content, and material contained in or available through the Website and Services are provided for general information purposes only. None of the content on this Website represents or warrants that any method or service is appropriate or effective for you.

To the extent that we provide any explicit or implied recommendations of any service, such recommendations are only general and not specific to any situation. The information we provide is not intended to be a substitute for financial, legal, or other professional advice, nor do we claim to be an expert in any specific commercial field.

All information provided by us is provided in good faith, though we make no guarantees of any specific result from the use of the Website or Services. We derive our information from sources that we believe to be accurate and up to date as at the date of publication, however we do not make any representations or warranties that the information we provide is reliable, current or complete at all times. Your reliance on any of our Services or the information on this Website is solely at your own risk, and we make no guarantees as to the suitability, outcome, or results.

Testimonials (visual and written) and any publicity materials displayed on our Website or other platforms are examples of real experiences and opinions of people's experiences with us, our Website or Services, and are for illustration only. All testimonials and publicity materials are displayed with permission and are of actual people and their results. Testimonials are not intended to guarantee current or future users the same or similar results.

We may refer to other products, services and/or experts on this Website. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. It is your responsibility to conduct your own research and make your own determination about any such product, service and/or expert.

We may participate in affiliate marketing and may allow affiliate links to be included on some of our Website. This means that we may earn a commission if/when you click on or make purchases via affiliate links. We will inform you when one of the links is an affiliate link and will only affiliate with products, services and experts that we believe will provide value to our customers and followers. You recognise that it remains your personal responsibility to investigate whether any affiliate offers are right for you. You will not rely on any recommendation, reference, or information provided by us and will conduct your own research and will rely upon your research in deciding whether to purchase the affiliate product or service.

3. ENQUIRIES, REGISTRATION AND SUBSCRIPTION

By making an enquiry via the form on the Website, subscribing to our newsletter, making a booking via the Website, creating an account with us, or purchasing our products, you will be added to our email list. If you do not want to remain on our database, you can follow the instructions on the form to update your subscription or data preferences, or unsubscribe from our email communications, or email us at any time at hello@simpsoncottage.com.au.

You agree that all information you provide to us through the Website will be true, accurate, current and complete. You agree that you are responsible for all information that you submit to us, and you acknowledge that if we believe that the information provided to us by you is false, inaccurate or misleading, we may, at our sole discretion, suspend or terminate your access to the Website and Services. For more information regarding email communications and subscriptions, please refer to our Privacy Policy.

You are responsible for maintaining the confidentiality of your account details and password and are fully responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security.

Simpson Cottage keeps your registration information on a secure server. We use the information only for the limited purposes of processing your orders, for statistical purposes to improve our Website and Services to you, to administer our Website, and to notify you of products or special offers that may be of interest to you. For more information, please refer to our Privacy Policy.

4. CODE OF CONDUCT

Guests will be required to adhere to the House Rules in relation to their conduct during their stay and whilst on the premises. Guests who are found to be flouting these guidelines may have their booking cancelled and be asked to leave the property at Simpson Cottage's discretion.

5. BOOKINGS

By using Simpson Cottage's online booking system 'STAAH', you agree to its terms and conditions (accessible at <https://www.staah.com/terms-and-conditions.htm>).

By making a booking via our online booking system, you acknowledge you have read and agree to be bound by these Terms and Conditions, and the Booking Agreement, whether for yourself or on behalf of a minor. By making a booking you represent and warrant that you are at least twenty-one (21) years old, and that you are aware of any age restrictions relevant to your booking or imposed by external service providers. If a third party is making the booking on your behalf, you warrant you have authorised the third party to do so, and you have been advised of these Terms and Conditions.

You agree and acknowledge that all information you provide to us through the booking will be true, accurate, current and complete, including but not limited to your title, name, age, gender, address, telephone number and passport details. All personal information will be handled in accordance with our Privacy Policy.

Booking Enquiries may be sent to Simpson Cottage via hello@simpsoncottage.com.au. Submitting a Booking Enquiry does not secure your booking, all bookings are made through the online booking system.

6. ASSUMPTION OF RISK

You hereby waive and release, indemnify, hold harmless and forever discharge Simpson Cottage and its current and or former agents, employees, officers, directors, affiliates, successors and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that you ever had or may have, arising from or in any way related to your usage of and/or stay in the Property, or any activities that you may have partaken in on the premises, provided that this waive of liability does not apply to any acts of gross negligence, intentional or wilful misconduct.

You agree to be responsible for any damage to the Property or equipment which you cause due to negligence and assume all risk for personal injury; infection, illness (including but not limited to contracting or spreading infectious diseases), burns, death by drowning or otherwise, damage or loss of personal property, losses of any kind whatsoever arising out of, attributable to, or resulting from your usage of the beach, the bay, the fireplaces, the BBQ or any other part of the booking and/or stay, associated with Simpson Cottage in any manner and participating and/or engaging in any activities on and off the premises.

7. REGULATORY DISCLAIMER

A booking may be cancelled due to force majeure, terrorism, natural disasters, pandemics, political instability or other external events making it unviable for Simpson Cottage to uphold the booking. Where the booking has been varied or cancelled, we will use our best endeavours to provide an alternative that

is substantially the same or as similar as practical to the original booking, or voluntarily offer you the right to cancel or change the Booking.

A booking may be cancelled if it is affected by COVID-19 government restrictions or health issues affecting your time of travel, we will use our best endeavours to provide an alternative that is substantially the same or as similar as practical to the original booking, or voluntarily offer you the right to reschedule your booking for up to twelve (12) months from the date the booking was scheduled to commence. Alternatively, we may offer you a credit, of the total amount of the booking, towards a future booking.

A booking may be cancelled, at any time including check-in, due to guests displaying flu-like symptoms, appearing unwell or expressing that they are feeling unwell. In this case, we reserve the right to refuse your stay. Upon request by a member of the Simpson Cottage staff that the guests do not commence their stay at the Property, Simpson Cottage will vary or cancel the booking. Where the booking has been varied or cancelled, Simpson Cottage will use its best endeavours to provide an alternative that is substantially the same or as similar as practical to the original booking, or voluntarily offer you the right to cancel or change the booking. Should you choose to reschedule the Booking, the commencement date of the new booking must commence no sooner than fourteen (14) days from the date the original booking was due to commence.

You acknowledge that such a necessity may arise from time to time, and any offers of compensation, refunds or claims in respect of any such variations or cancellations will be limited to those outlined in this Agreement and the Booking Agreement. Under these circumstances, we will not be responsible for any incidental expenses that you may have incurred as a result of the booking.

We reserve the right to refuse or grant refunds for the Services, pursuant to the *Competition and Consumer Act 2010* (Cth). Any requests for refunds must be detailed in writing and will only be considered when options for remedies or replacements have been exhausted.

8. PAYMENT AND PRICING

Our Services may be subject to change without notice. We reserve the right at any time to modify or discontinue any Services without notice at any time and shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of any Services. We reserve the right to limit the sales of our Services to any person, region, or jurisdiction. All descriptions of Services and pricing are subject to change at any time without notice, at our sole discretion.

The booking will be confirmed once the Deposit has been paid and received by Simpson Cottage. The remaining balance and any other fees must be paid in full within fourteen (14) days of the stay. Where the Full Fees and the Security Bond are not paid in the agreed time, any agreement for the provision of Services may be terminated subject to the contract. Simpson Cottage is not liable for alternative accommodation or any other costs that may be incurred by you where you fail to complete the check-in procedure.

You will pay the Fees at the rate and in the manner specified in the Booking Agreement. Simpson Cottage only accepts payment by direct bank transfer or credit card. A surcharge of one and a half percent (1.5%) applies for Visa and Mastercard transactions. The Client must contact Simpson Cottage to make payments via credit card. Overseas bank transfers are not accepted, and overseas Guests must use a credit card facility. Simpson Cottage accepts no responsibility for bank transfers that are declined or not accepted due to disruptions with internet connections or problems with your provider.

Transactions are processed in AUD figures. Fees that are paid in a foreign currency will be reconciled as at the date of payment and will be subject to the prevailing exchange rate and transfer fees.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and that third party. You agree that we shall not be responsible or liable for any damage, refunds or other losses of any sort that may be incurred as the result of such dealings with a merchant.

Credit Cards, Chargebacks and Payment Security

We accept credit card payments for the Services via the payment-processing merchant. You agree that we will not be held liable for any loss you incur arising from your payment by credit card or use of our payment gateway, unless it is caused by fraud or negligence we are responsible for. To the extent that you provide us with your credit card(s) information for payment, we shall be authorised to charge your credit card(s) for any prior unpaid charges. You shall not make any chargebacks to our account or cancel the credit card that is provided as security, without our prior written consent. You are responsible for any fees associated with recouping payment on chargebacks, and any collection fees associated therewith. You shall not change any of the credit card information provided to us without notifying us in advance. Simpson Cottage reserves the right to reject and/or report credit card payments that are suspected of fraud or any other illegal activity.

Gateways and Merchants

We may use a payment-processing merchant for payments, or a payment platform, for which you may be directed off-site. By purchasing the Services, you agree to comply with these terms of purchase as well as those provided by the payment-processing merchant or payment platform. We (or our payment-processing merchant) may securely collect Personal Information obtained during your purchase or transaction for the Services. You acknowledge that if we cannot collect this Personal Information and other Personal Information as requested, we will not be able to process your purchase and/or provide you with some or all of our Services. For more information, please refer to our Privacy Policy.

We reserve the right to change the preferred payment gateway from time to time and without notice.

9. ONLINE SHOP

Products

We endeavour to ensure that all the products on our Website are accurately described, and we rely on information provided to us by our suppliers. Unfortunately, on some occasions it is possible that our Website will contain errors and we reserve the right to correct any errors or inaccuracies at any time, including after you have placed an order. In some cases, the products we offer for sale are handmade or made from natural or organic materials, and there may be small variations between the product image(s) and the product you receive. We endeavour to ensure that all colours are displayed accurately, but you should be aware that colours may appear slightly differently on different displays and screens. The shade of colour from screen to screen is not a fault or error.

To the extent permitted by applicable law, we do not warrant that the product descriptions, colours, information or other content available or offered on our Website are accurate, complete, reliable, current or error-free, nor do we make any warranty about the standard or quality of any of the products offered via our Website.

On rare occasions, our suppliers may find themselves unable to deliver items to us, or the items delivered may not be of sufficient quality or workmanship. We reserve the right to withdraw any products from our Website at any time and/or remove or edit any materials or content on our Website. Whilst we will make

our best efforts to process all orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent you an order confirmation, which we reserve the right to do at any time, at our sole discretion. We will not be liable to you or any other third party by reason of our withdrawing any item from our Website, whether it has been sold or not, removing or editing any materials or contents on our Website, or for refusing to process or accept an order after we have sent you the order confirmation.

Care Instructions

Fabric is precious. We have put together a few guidelines to help you care for your products. Please note, these care tips are guidelines only and variations will apply to some fabrics, and we will not be liable under any circumstances for how you chose to use and interpret this information

Washable natural fibres should be pre-washed to avoid shrinkage. It is recommended that you pre-wash in the same way you intend to wash in future. Wash light and bright colours separately, as some colours may run in their first few washes. Special washing instructions will apply to some fabrics such as beaded, coated, or foiled fabrics as well as specialty weights/styles and delicate items.

Linen: cool handwash or gentle machine wash, wash colours separately, do not wring. Tumble dry on cool setting or dry in shade until almost dry. Do not over-dry since linen. Do not use brighteners or fabric softener. Do not soak or wash with chlorine-based bleach. Use a warm/hot iron while still damp on the reverse side,

Merino: machine washable on a gentle/wool cycle using a wool detergent, do not wring. Do not bleach. Tumble dry on cool setting or dry flat in shade. Use warm iron. Do not dry clean.

Silk: dry clean only or handwash at your own risk using a silk friendly detergent. Do not bleach or tumble dry. If hand washing, dry in shade. Use warm iron.

Cotton: wash separately, cool hand wash, cool machine wash on delicate setting. Do not tumble dry, do not wring, soak or bleach, some part of the product may be delicate, and are required to be handled with care.

Rayon /Viscose: dry clean or cool machine wash or hand wash. Do not twist/wring, warm iron on reverse side.

Wool: dry clean only, use cool/warm iron, steam when pressing, brush wool to remove surface soil.

Triacetate: dry cleanable or cool machine wash or hand wash. Do not twist/wring, warm iron on reverse side.

Tencel/Lyocell: cold machine wash, dry on low temperature, cool iron, dry cleanable, do not bleach.

Acetate: dry clean, machine wash or hand wash separately in warm water. Do not soak colour items, do not twist/wring, warm iron on reverse side. Do not tumble dry.

Laces/ Jacquards: dry clean only. These fabrics are delicate so be careful against rough surfaces and snagging.

Velvet: dry clean only, do not spot clean. Never iron as ironing is likely to crush or flatten the natural pile. A hand- held steamer can be used to remove creasing. Alternatively, hand your fabric or garment in a steamy bathroom as the steam may help relax any creasing. Avoid using clip hangers as these can bruise or mark the fabric.

Nylon / Polyester: dry clean or cold machine wash, tumble dry on low temperature, cool iron, do not bleach.

Leather: to remove dirt or surface residue, use a soft damp cloth. Gently rub for removal. For a deeper clean, use a leather cleaner to help preserve the natural smooth oils instead of stripping them. Let your handmade leather goodies dry naturally. To prevent leather from losing suppleness over time use a wax-free leather conditioner that will nourish and restore the flexibility and suppleness of your leather goodies. To waterproof your handmade leather pieces, treat them with a layer of water protectant while maintaining the leather's breathability.

Purchases

If you are making a purchase through the Website, you acknowledge you have read these Terms and Conditions and agree to be bound by them, whether on your behalf or on behalf of a minor. By making a purchase, you represent and warrant that you are at least eighteen (18) years old. If you are making a purchase on behalf of a minor, you warrant you are their parent or legal guardian. If a third party is making the purchase on your behalf, you warrant you have authorised the third party to do so, and you have been advised of these Terms and Conditions.

Prices quoted in an order are fixed once your order has been confirmed. Subsequent price changes will not be retroactively applied to confirmed orders. You agree to pay the total amount listed for each Item as set forth on the Website, including any merchant fees.

Transactions are processed in AUD figures, fees that are paid in a foreign currency will be reconciled as at the date of payment and will be subject to the prevailing exchange rate and transfer fees. Prices for Items purchased are exclusive of GST, and GST may be added where applicable. Upon receipt of payment, you will be issued a tax invoice in accordance with any applicable legislative requirements relating to GST.

Gateways and Merchants

Simpson Cottage uses payment-processing merchants. By purchasing via the website, you agree to comply with the terms provided by the payment-processing merchant or payment platform. We (or our payment-processing merchant) may securely collect personal information obtained during your purchase or transaction for the Services. You acknowledge that if we cannot collect this personal information and other personal information as requested, we will not be able to process your purchase and/or provide you with some, or all of our Services. For more information, please refer to our Privacy Policy.

We reserve the right to change the preferred payment gateway from time to time and without notice.

Credit Cards, Chargebacks and Payment Security

We accept credit card payments for the Items via the payment-processing merchant. You agree that we will not be held liable for any loss you incur arising from your payment by credit card or use of our payment gateway, unless it is caused by fraud or negligence we are responsible for. To the extent that you provide us with your credit card(s) information for payment, we shall be authorised to charge your credit card(s) for any prior unpaid charges. You shall not make any chargebacks to our account or cancel the credit card that is provided as security, without our prior written consent. You are responsible for any fees associated with recouping payment on chargebacks, and any collection fees associated therewith. You shall not change any of the credit card information provided to us without notifying us in advance. Simpson Cottage reserves the right to reject and/or report credit card payments that are suspected of fraud or any other illegal activity.

Shipping and Delivery

You acknowledge and agree that Simpson Cottage is not responsible for the shipping and delivery of any Items purchased through this platform, including any late or failed deliveries. By purchasing the Items, you agree to review, accept and comply with the shipping terms provided by the third-party supplier and that your sole recourse of action for any issues with your delivery will be between you and the relevant supplier.

You understand that delivery times noted on your order confirmation or receipt or on the Website are guidelines only, and Simpson Cottage is not liable for delays or changes to the delivery times.

You are responsible for providing an accurate mailing address, Simpson Cottage accepts no responsibility for delivery to an incorrect mailing address.

Orders over two hundred and fifty dollars (\$250) qualify for free shipping within Australia, where the consignment weighs up to a total of two (2) kilograms. International orders may incur an additional charge for postage, calculated at the time of purchase.

Your Items will be dispatched via Australia Post on the same day of your order if full payment is received before 14:00pm on a business day. Orders will be dispatched within three (3) business days of the order confirmation, subject to all ordered Items being in stock. If any Item on your order is not available, you will be notified via email. On confirmation of your order and once dispatched, you will receive tracking advice for your delivery. All risk of loss or damage to the goods will pass to you once the goods have been dispatched.

Our estimated delivery time within Australia is three (3) to five (5) business days. For deliveries to some locations on the West Coast and Australian territory island destinations, delivery can take up to seven (7) business days. Next business day Express Post shipping is available (within the Express Post network) but must be selected as the Delivery Method during the checkout process. More information on the Australia Post Express Post delivery network may be found at <https://auspost.com.au/>.

Please note that we use Australia Post Registered Mail for our deliveries, which may require a signature to confirm acceptance of the delivery. It is recommended that PO boxes are not used for delivery. If you are not present to sign for the delivery, your order will be taken to the local post office and a card will be left.

If you have any questions regarding delivery, please contact us at hello@simpsoncottage.com.au or via the contact form on the website.

Cancellations, Refunds, and Returns

Simpson Cottage may, at its sole discretion, cancel your order at any time prior to dispatch. In the event of a cancelled order, funds paid in relation to that order will be refunded in full as soon as is reasonably practicable.

Items that are unused, unopened, and kept in their original condition may be returned for a full refund of the order amount for those items, or we may offer you an alternative product of the same or lesser value as an exchange.

All refunds will be provided within five (5) business days upon receipt of the returned Item(s) as a credit to the credit card used at the time of purchase, or by return Direct Deposit. You will be responsible for all costs associated with the return shipping of the unwanted goods. Shipping costs associated with providing an exchange item will be charged at the standard Australia Post Parcel Post rates for delivery to your location.

We are not responsible for any returned items that are lost in transit. We recommend that you purchase secure tracking and/or insurance for the items you are returning, and that you keep proof of postage.

To exchange your item for a different size, please complete the 'Returns' section of your original invoice and arrange delivery of the item(s) within fourteen (14) days of your order being dispatched.

To return an item, pack your item and the completed 'Returns' section of the original invoice, and send via recorded or tracked delivery to:

Simpson Cottage
2a Simpson Street
North Bondi NSW 2026

If you have lost your original invoice, please write a note including your full name, address and telephone number, and any information that will help us process your return promptly.

Vouchers/ Gift Cards

Vouchers or gift cards shall be sent via email and must be used within twelve (12) months of purchase. These Terms and Conditions apply to all voucher or gift card usage.

10. ONLINE COMMUNITY GUIDELINES

The Website and any of our other digital platforms, mobile applications or social media accounts (**Communication Services**) may allow you to post information, photos, content, user submissions and/or upload materials, including video and features such as live chat and forums (**User-Generated Content**), whether through external websites or otherwise. It may also allow you to see User-Generated Content submitted by others.

You agree you are responsible for your User-Generated Content, which includes but is not limited to, any data, text, files, information, usernames, images, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials that you submit, post or display on or via the Website, or is in any way connected with Services.

It is essential to ensure that all our members of our community adhere to the Community Guidelines to maintain a safe and ethical online environment for all. You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to a Communication Service. You agree you may not communicate or incite any content or behaviour that is offensive or directly attacks, intimidates or harasses someone based on religion or faith, race or ethnicity nationality, sexual orientation, age gender or gender identity or disability. You must not defame, stalk, bully, abuse, harass or intimidate anyone, or restrict another user's use and enjoyment of the community in any way. Simpson Cottage prohibits negative, dishonest, or misleading conduct of any kind that threatens the integrity or security of the community on our platform. You must not create or operate from a user account on social media or any other platform for anyone other than yourself. You must not pretend that you are, or that you represent someone else, or impersonate any other individual or entity for any purpose.

You acknowledge we have the right, but not the obligation, to monitor and review User-Generated Content, and from time to time we may, at our sole discretion and without prior notice to you, remove or edit any of your User-Generated Content that we find you may not have the permission to post, is offensive, or for any other reason. If it is found, or we have reasonable grounds to believe, that a member of the online community is threatening the safety of the community or has provided information that is not true, accurate, current and complete, we may suspend or terminate their access to the community, refuse future use of the Services and inform the relevant authorities where appropriate. You agree to

indemnify us against all liability claims or proceedings whatsoever arising from the publication of your User-Generated Content. You acknowledge and agree that we do not authorise, condone, or endorse any User-Generated Content, and are not responsible for the accuracy, legality or decency of such content. You are responsible for verifying the veracity of any claims or statements made in any User-Generated Content.

11. THIRD-PARTY LINKS

The Website may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible for the information, services, or resources of any third parties, nor do they imply any endorsement by, or affiliation with us. We do not guarantee, represent, or warrant that the content of any third party is accurate, legal, or inoffensive, or that they will not contain viruses or otherwise impact your hardware or software. Unless otherwise stated, these Terms and Conditions only cover the use of this Website and our Services. Any other link will be covered by the terms and conditions of that website or resource, of which we are not responsible either directly or indirectly. You acknowledge it is your sole responsibility to assume all risk arising from your use of any such websites, services, or resources.

12. MAINTENANCE

Simpson Cottage is responsible for the support and maintenance of its Website only. We may at any time and without notice, modify, suspend or terminate the operation of, or access to the Website, or any part of, for any reason, as necessary to perform maintenance, error correction or other changes. You acknowledge that we may make changes to the Website or Services provided through the Website. Access to the Website may depend on telecommunications, Internet service providers and other external factors; we therefore do not guarantee the availability of the Website all times or at any specific times.

13. PRIVACY AND SECURITY OF INFORMATION

Our Website and Services are subject to our Privacy Policy, which forms part of these Terms and Conditions. Please ensure you read, understand, and agree to our Privacy Policy as updated from time to time.

While we will take precautions to ensure the Website is secure, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information transmitted to, from or by us using the Website or Services, and any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take all necessary and reasonable steps to preserve the security of such information. For information on data breaches and data security, please review our Privacy Policy.

14. INTELLECTUAL PROPERTY & COPYRIGHT NOTICE

You acknowledge and agree that the Website and the Services contain information, content and material that is owned by us, and is protected by all intellectual property and copyright laws recognised throughout the world, including the *Copyright Act 1968* (Cth) whether existing under statute, at common law or in equity, now or hereafter in force.

You are prohibited from copying, distributing, sharing and/or transferring information, content and material from the Website or Services (and/or their associated username/passwords) you purchased to any third party or person. In some cases, we may encrypt, and/or stamp licence details (including customer name, address, etc.) to ensure additional safety.

Simpson Cottage respects the intellectual property rights of others and warrants that all information and materials provided via the Website and Services is original content of Simpson Cottage and does not

violate the intellectual property rights of any third parties. All references made to third parties or third-party intellectual property is by means of reference only, and we make no claims or association to it.

These Terms do not transfer any of our intellectual property rights to you or any third parties. You are granted no right or license with respect to our trademarks, service marks and logos, used in connection with the Services and Website. All intellectual property displayed on the Website has been provided with consent. All names, logos and trademarks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos, or trademarks, without the express written agreement of the relevant owners.

We may, from time to time, monitor your use of the Website or Services to determine if you are in breach of this Policy. If you infringe our intellectual property rights or any other third party, we have the right to deny access to, or terminate your use of the Services, and to report you to the relevant authorities or take any actions as necessary.

15. TERMINATION

We, at our sole and absolute discretion, may suspend or terminate your access and/or future access to the Website or Services, effective immediately, with no liability to you or any third party for the following reasons:

- (a) where you are in breach of any of the Terms of Use or any related policies;
- (b) where at any time you have committed any act of wilful or serious misconduct;
- (c) if you fail to pay any fees, payments or expenses properly payable to us for our Services by the stipulated date;
- (d) where you have created a risk or possible exposure for us;
- (e) where there are unexpected technical issues or problems;
- (f) at the request of law enforcement or government authority; or
- (g) upon a request by you.

16. DISPUTES

In the event a dispute arises from, or in connection with, these Terms and Conditions, the party who claims that there is a dispute will give written notice to the other party, including details of the dispute and a proposed resolution. Within seven (7) days of receiving the notice, the parties will meet in order to resolve the dispute or if they are unable to do so, they will agree upon another method to resolve the dispute in good faith. All aspects of such meetings, except the fact that the meeting was held, will be privileged. If the parties do not resolve the dispute, or where the dispute remains unresolved following the meeting and the parties do not agree upon an alternate method to resolve the dispute, within twenty-one (21) days after receipt of the notice, the dispute may be referred by either party to litigation by notice in writing to the other party.

17. WARRANTIES AND LIABILITY

CERTAIN LEGISLATION, INCLUDING THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH), MAY LIMIT THE ABILITY TO EXCLUDE LIABILITY OR MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE TERMS MUST IN ALL CASES BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF WE ARE LIABLE TO YOU UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) OR SIMILAR LEGISLATION, TO THE EXTENT TO WHICH WE ARE ENTITLED TO DO SO, WE LIMIT OUR LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: IN THE CASE OF GOODS, AT OUR OPTION: THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND, IN THE CASE OF SERVICES, AT OUR

OPTION: THE SUPPLYING OF THE SERVICES AGAIN; OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU, WHERE REASONABLY NECESSARY TO PROTECT OUR LEGITIMATE INTERESTS.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. IN ADDITION, UNDER THE AUSTRALIAN CONSUMER LAW, THERE ARE CERTAIN CONSUMER GUARANTEES WHICH CANNOT BE EXCLUDED, INCLUDING GUARANTEES AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, SUPPLY BY DESCRIPTION, REPAIRS AND TITLE.

IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. UNDER NO CIRCUMSTANCES SHALL WE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 AUD OR THE AMOUNT YOU PAID US, IF ANY, IN THE LAST 12 MONTHS.

BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN SUCH COUNTRIES, STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

WE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE US FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

WE DO NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE US FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES. WE ARE NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR FOR DOWNLOADING OR STREAMING OVER A DATA CONNECTION.

18. WAIVERS AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR MISUSE OF THE SERVICES, OR, TO THE EXTENT PERMITTED BY LAW, ANY ACTION TAKEN BY US AS PART

OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR REASONABLE CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

19. GOVERNING JURISDICTION

The laws of New South Wales, Australia, govern this agreement, and any access to or use of our Services. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, or other such competent courts, to resolve any dispute or claim between the parties arising from or in relation to this Agreement.

20. MISCELLANEOUS

This Agreement (and all related documents, policies, and legal notices) constitutes the entire agreement concerning your use of this Website and supersedes all previous agreements or understandings, whether written or oral, in relation to your use of this Website.

No amendment or variation of the Terms and Conditions will have any legal effect unless such amendment or variation is documented, and the parties agree and sign the document. If any part of this Agreement is held invalid or unenforceable, that part may be severed from this Agreement, and the remaining portions of these Terms and Conditions will remain in full force and effect.

The failure of a party at any time to perform any obligation under the Terms and Conditions is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligation under the Terms and Conditions.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.