

Grafton Create - Terms and Conditions

The websites located at www.graftoncreate.com and all relevant domains and sub-domains and the products offered through those websites (**Website**) are owned and operated by Grafton Create Pty Ltd ABN 38 661 641 541 (**we, us, or our**). Use of the Website and purchase of our products are subject to these terms and conditions. By continuing to interact with us via our Website and acquiring our products you acknowledge that you have read, understood and agree to be bound by these terms and conditions.

1. Access to Website

If you disagree with any of these terms and conditions, you must stop using the Website and navigate away from it, and not access or use any products from us. You are responsible for compliance with applicable laws if you access the Website from outside Australia.

2. Changes to these terms and conditions

We may change, update or amend these terms and conditions at our discretion. Any changes will take effect immediately. It is your responsibility to check the terms and conditions for changes when you use the Website. We do not have any responsibility to inform you of changes to these terms.

3. Our intellectual property rights

Unless otherwise indicated, we own the Website, its content, underlying code, and the typeface, imagery and logos as well as the design, methodology and other materials in our products. We will defend our intellectual property rights in connection with the Website and our products. Title and ownership of our intellectual property shall not be transferred by virtue of your use of the Website or our products.

Where you upload information including personal information, data or any material (collectively, **Information**) to our Website: (a) You warrant that you have a right to provide us with that Information; (b) You warrant that our storage and processing of that Information will not infringe any third party's legal rights; (c) Where the Information relates to a third party, you warrant that you have made them aware of our Privacy Policy and have obtained their consent to submit their Information to us; and (d) You grant us a perpetual, royalty-free, world-wide, assignable and sub-licenceable licence to use that Information for the purpose of providing our products and for our own internal purposes.

Unless specifically authorised by us or otherwise allowed by applicable laws, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit or modify any of the content, of the Website or any of our products (whether in whole or in part). You agree that you will not seek to reverse engineer, decompile or otherwise reproduce the Website or any of our products.

You may not use our name, logos or trademarks or any other content on any website of yours or that of any other person. You agree to not offer our products for resale to any third party.

4. Your privacy is important to us

When you deal with us, you are required to provide us with true and complete information regarding yourself, your business and your contact information. We handle your personal information in accordance with the Australian Privacy Act. If you choose to deal with us using a pseudonym it may limit our ability to interact with you and/or provide you with our products. More information about how we protect your privacy can be found in our Privacy Policy.

5. Security

We endeavour to do our best to maintain the Website so that you have constant use, but there will be times when your use may be interrupted. We cannot guarantee that any material available for download from the Website will be free of viruses or spyware and you agree that you assume the risk of damage to your devices as a result of using the Website.

You agree to access and use the Website and our products in accordance with any and all applicable laws. You will not (and will not allow any other person using your customer account log-in credentials to): (a) access the products purchased from us for any purpose other than for your own use of that product (including by ensuring that your log-in credentials remain secure and confidential); (b) use the Website or our products for any illegal, unlawful, improper or infringing purpose; (c) use spiders, data scrapers, viruses or other software which may threaten the integrity and security of the Website; (d) query the Website at a frequency likely to impact its accessibility for other users; or (e) upload, transmit, post or share any virus or similar computer code or software that may cause damage to, or violate the privacy of our data or the data of our customers.

6. Disclaimer

To the greatest extent permissible by law, we give no warranty and makes no representation, express or implied, as to: (a) the adequacy or appropriateness of any product supplied by us to you for your particular needs or purposes; (b) the truth, correctness, completeness or freedom from error of any content on the Website published by someone other than us; (c) any implied warranty or condition as to merchantability or

fitness of any our product for a purpose other than that for which they are commonly used; or (e) the appropriateness of our product your needs, or other applications of that product.

7. **Liability**

We will not be responsible for: (a) losses arising from the unavailability of, or your inability to use or access the Website, or our products, (b) losses that are not directly caused by any breach on our part; (c) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure; (d) any indirect or consequential losses; (e) any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

In any event, if any term or condition or obligation on our part is implied into these conditions by law then our liability is limited (at our election), to the maximum extent permitted by law, to the value of the product you have purchased, or the resupply of that product.

8. **Indemnity**

To the greatest extent permissible by law, you agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your access and/or use of the Website or products provided by us, of infringement of any intellectual property or other right (including privacy rights) of any person.

9. **Terms of sale**

9.1 **Contract**

This clause 9 sets out the terms and conditions under which you may purchase product from the Website. By setting up a customer account and purchasing products from the Website, a contract of sale exists between us and you once we accept your order. Each accepted order forms a separate contract of sale.

9.2 **About our product**

When you purchase our products, we grant you a non-exclusive, non-transferable licence to access and/or download that product for your personal purpose and not for commercial use, and in the case of digital products, print or convert the product to an image for your own personal storage and retention (**Proper Purpose**). You must not use our product other than for the Proper Purpose. This means, you cannot copy, re-sell, sublicense, share, distribute, exploit, modify or do anything of the like, to our products to any third party. You may not use our products in a way that is detrimental to our reputation.

Our products (whether modified or not) and all intellectual property and copyright contained in them remain our sole and exclusive property. You agree that under no circumstances shall you have or attempt to claim ownership of any intellectual property rights or copyright in our product (whether modified or not).

9.3 **Customer account**

You must set up a customer account before placing an order on the Website. We reserve the right to reject any customer account made using disposable email addresses, or pseudonyms other than where such actions are permitted by the Australian Privacy Act.

The information you provide when setting up your customer account must be accurate, complete and up-to-date. We rely solely on the information you have provided in your customer account when processing your order.

You are responsible for the safe-keeping of your customer account log-in credentials. We can act at all times on the basis that the operator of your customer account is authorised to fully and effectively deal with your customer account. To avoid doubt, you are solely responsible for the transactions effected through your customer account. Contact us immediately if you believe that your customer account has been compromised.

9.4 **Placing orders**

In order to place an order, you will need to select the relevant product from the Website and then click on the "place order now" button on the checkout page. The order is deemed received by us once you have made payment in full and submitting the order. This means that you can't cancel your order once you have submitted it on the Website.

However, placing an order does not guarantee that we will accept your order. We may at our sole discretion accept or reject any order including without limitation due to unavailability of a product, an error in your order details or an error in pricing. We will notify you within 2 business days of acceptance of your order.

9.5 **Price, payment and taxes**

Prices are subject to change until you have made payment in full. You must make payment when you place an order. Prices published on the Website are in Australian dollars and inclusive of GST and all other duties and taxes as required under Australian law. We cannot issue GST refunds. If you think you are entitled to a GST refund, please contact the Australian Tax Office.

We use Stripe Inc (**Stripe**), a third party service provider for payment services. By purchasing our products, you agree to be bound by Stripe's Privacy policy <https://stripe.com/en-au/privacy-center/legal> and consent and authorise Stripe to share any information and payment instructions you provide to the minimum extent to complete your transaction.

9.6 Delivery, refunds and chargebacks

When your order is accepted, you will receive an email from you with a link to access or download the product (**Access Link**). Once the Access Link has been emailed to your email address, no right of cancellation or refund exists due to the digital nature of the product. The Access Link will expire on the date stated on in the email. After which, you will no longer have access to the product and you will need to purchase the product again.

You agree that when payment has been made in full for our digital products, they are final and not subject to any charge back. Any refunds is at our sole and absolute discretion.

9.7 Promotional offers

On occasion, we may provide promotional offers in relation to our products. If you receive a promotional code (directly or indirectly) from us or a third party, we or that third party reserves the right to modify or cancel the offer at any time. The offer is subject to the terms and conditions stated (**Offer Terms**) and while stocks lasts. If you violate any of the Offer Terms, the offer will no longer be valid.

10. Other matters

No waiver by us, in exercising any right, power or provision in these terms and conditions shall operate as a waiver of any other right or of that same right at a future time, nor shall any delay in exercise of any power or right be interpreted as a waiver.

If a dispute arises out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

You agree that monetary damages may not be a sufficient remedy for the damage which may accrue to us by reason of your breach of these terms and conditions, therefore we shall be entitled to seek injunctive relief to enforce the obligations contained herein.

The unenforceability of any single provision within these terms and conditions does not affect any other provision.

11. Governing law

These terms and conditions are governed by the laws of the State of South Australia, Australia and you agree to submit to the exclusive jurisdictions of the court of the State of South Australia.