

## **TERMS & CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern creativeclicks.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to creativeclicks.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

### **AMENDMENT OF TERMS**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and creativeclicks.com.au's rights and obligations to each other.

### **LIMITATION OF LIABILITY**

It is an essential pre-condition to you using our website that you agree and accept that creativeclicks.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your

specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

#### COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), creativeclicks.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

#### DELIVERY OF GOODS

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

#### LINKS TO OTHER WEBSITES

Creativeclicks.com.au may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between creativeclicks.com.au and the owners of those websites. Creativeclicks.com.au takes no responsibility for any of the content found on the linked websites.

Creativeclicks.com.au's website may contain information or advertisements provided by third parties for which creativeclicks.com.au accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

#### DISCLAIMER

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Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of creativeclicks.com.au bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

## YOUR PRIVACY

At creativeclicks.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Creativeclicks.com.au respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Creativeclicks.com.au's secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data creativeclicks.com.au

collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

### THIRD PARTIES

Creativeclicks.com.au does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

### DISCLOSE YOUR INFORMATION

Creativeclicks.com.au may be required, in certain circumstances, to disclose information in good faith and where creativeclicks.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

### EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of creativeclicks.com.au. Creativeclicks.com.au expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then creativeclicks.com.au will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. Creativeclicks.com.au reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

#### **WHOLE AGREEMENT**

These terms and conditions represent the whole agreement between you and creativeclicks.com.au concerning your use and access to creativeclicks.com.au's website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

#### **EXCLUSION OF UNENFORCEABLE TERMS**

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of

any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## **EDUCATION**

By using our services, you agree that creativeclicks.com.au is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold creativeclicks.com.au liable for any actions you take nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by creativeclicks.com.au.

All our information on both the website and in consultations is intended to assist you and does not in any way, nor is it intended to substitute professional, financial or legal advice. Results are not guaranteed and creativeclicks.com.au takes no responsibility for your actions, choices or decisions.

## **JURISDICTION**

This agreement and this website are subject to the laws of NSW and Australia. If there is a dispute between you and creativeclicks.com.au that results in litigation then you must submit to the jurisdiction of the courts of NSW.

## **DISCLAIMER**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following disclaimer, together with our terms and conditions of use.

The information contained in this website is for general information purposes only and is provided by creativeclicks.com.au. While we endeavour to keep the

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In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you may be able to link to other websites which are not under the control of creativeclicks.com.au. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, creativeclicks.com.au takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## **PRIVACY POLICY**

### **YOUR PRIVACY**

At creativeclicks.com.au, we are committed to protecting your privacy as an online visitor to our website. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian

Privacy Principles. Please read our privacy policy below carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure server. Creativeclicks.com.au's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

#### STORAGE AND SECURITY OF YOUR INFORMATION

We receive and store information you enter on our website or give us in any other way from time to time. You may provide basic contact information such as your name, phone number, address, and email address to enable us to send information or process your product order and we may also collect additional information at other times, including but not limited to, when you provide feedback, change your content or email preferences, respond to a survey, or communicate with our customer support.

We may use personal information collected from you for the purpose of providing you with direct marketing material, updates regarding our website and information in the form of a newsletter. This will only apply if you have registered or subscribed to such publications by registering your details with us. However if you wish to cease receiving any such information you may let us know either by email or unsubscribing at any time and your request will be actioned immediately.

Individual profile and company details are not used for any other purpose. Details are only supplied to a third party supplier when it is required by law, for goods or services which you have purchased or to protect our copyright, trademarks and other legal rights.

We respect the privacy of our online visitors. We may collect information on or through this website that can personally identify you. For example, we collect personally identifiable information which you volunteer to us to respond to visitor

questions and comments about us and our products and services, and to mail e-newsletters (“Personal Data”). We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. We will not knowingly share any of your Personal Data with any third party other than our service providers who assist us in providing the information and/or services we are providing to you. To the extent that we do share your personal information with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy. Some of our service providers may be overseas and may not be subject to Australian Privacy Laws. Please contact us if you require specific details.

Any non-personal information, communications and material you send to this website or to us by email, or which we obtain from third parties without promises of confidentiality, may be kept, used and disclosed by us on a non-confidential basis. We are free to use and reproduce any such information freely, and for any purpose whatsoever. Specifically, we will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose, including developing, manufacturing or marketing products.

## COOKIES

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Our website uses cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on this website or other websites you visit.

## DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of creativeclicks.com.au, our customers or third parties.

If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be disclosed to a potential purchaser under a confidentiality agreement. We would only disclose your information in good faith and where required by any of the above circumstances.

## THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We will never disclose your personal details to a third party except the necessary information required by providers of products or services you have purchased or to protect the rights, property or safety of creativeclicks.com.au, our customers or third parties or if required by law.

We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

## SECURITY

We strive to ensure the security, integrity and privacy of personal information submitted to our website, and we periodically update our security measures in light of current technologies.

## LINKS

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not

responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

#### CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy. If you have any questions or concerns at any time about our privacy policy or the use of your personal information, please contact us at [toni@creativeclicks.com.au](mailto:toni@creativeclicks.com.au) and we will respond within 48 hours.

#### TERMS & CONDITIONS

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