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# StoryFACTORY

## Terms of Use

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### 1 Terms of use

- (a) Thank you for visiting our website. This website is operated by Story Factory Incorporated (ABN 71 645 321 582) (**we, us** and **our**). Please read these terms of use carefully as they apply to your use of this website including any content on it (the **Website**).
- (b) By accessing or using the Website you agree to be bound by these terms of use. You should immediately cease using our website if you do not agree to these terms of use.
- (c) We may revise these terms of use from time to time. We will display a notice on the Website indicating when any such revisions have been made. These terms of use were last updated in September 2019.

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### 2 Use of content on the Website

- (a) The Website is subject to copyright and possibly other intellectual property rights.
- (b) We grant you a limited, non-transferable licence to access and use the Website solely for your personal, non-commercial purposes.
- (c) We (or our licensors) retain all right, title, and interest in and to the Website, and nothing you do on or in relation to the Website will transfer any intellectual property rights to you or, except for the licence referred to in paragraph (b), licence you to exercise any intellectual property rights unless this is expressly stated.
- (d) Except as provided in these terms of use, any use or copying of the Website for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at [info@storyfactory.org.au](mailto:info@storyfactory.org.au) if you wish to seek such consent.
- (e) Subject to applicable law, we may revoke the permission referred to in paragraphs (b) and (d) at any time and may suspend or deny your access to or use of the Website without notice if you breach, or we reasonably believe you have breached, any of these terms of use.

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### 3 Linking to this Website

- (a) We encourage you to provide links to the Website. While you may use the name "Story Factory" in the text of any such link, you may not use the Story Factory logo or any of our other trade marks without our prior written consent.
- (b) You must not frame this Website or represent or imply that any part of the Website belongs to anyone other than us.
- (c) If we notify you that we object to the manner in which you provide links to this Website, you must immediately cease providing such links.

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## 4 Purchasing terms

### 4.1 Ordering procedure

- (a) When you place an order to purchase any goods from us, you are making an offer to purchase the particular goods for the price notified (including any applicable delivery charges, and any additional surcharges and taxes) at the time you place the order. All amounts are stated in Australian dollars, and include Australian GST (where applicable).
- (b) No contract for the purchase of goods will come into existence until your order has been reviewed and accepted by us and we have notified you of such acceptance.
- (c) An order may be declined where there are reasonable grounds for doing so, for example, the goods are no longer available or if there is an error in the price or the description of the goods listed on the Website.
- (d) You will be notified whether your order has been accepted or declined as soon as reasonably practicable.
- (e) Where you are located in, or any goods will be delivered to, a country outside of Australia:
  - (i) *to the maximum extent permitted by law, you will be the importer of the goods, and you represent and warrant that you are lawfully entitled to purchase and import the goods in that country; and*
  - (ii) *you must pay any other sales, use, goods and services, value added, customs, excise or similar taxes or charges (**Other Taxes**) imposed by any applicable government agency. We are unable to advise you on the amount of any Other Taxes, and you should contact the taxing authorities of the country that the goods are to be delivered to if you are unsure whether any Other Taxes will apply.*

### 4.2 Payment

You will be required to pay for the goods by the payment methods specified on the Website or otherwise accepted by us from time to time. We will process the transaction upon acceptance of your order. A surcharge may apply for the use of certain credit cards, and where this is the case this will also be notified before your order is placed.

### 4.3 Cancellation of orders

- (a) We may cancel your order after it has already been accepted if you are suspected of acting fraudulently (such as using a credit card without proper authorisation) or in breach of these terms.
- (b) While all reasonable endeavours are used to avoid pricing and other errors, inadvertent errors do occur from time to time and your order may also be cancelled after it has been accepted in such circumstances.
- (c) If there is a delay in shipping your order we will contact you as soon as possible to advise you of the reason for the delay. If this occurs, you may cancel your order at any time prior to when the goods are shipped to you.
- (d) You may also cancel an order if we are in breach of these terms.

### 4.4 Delivery

- (a) Goods to be delivered in Australia will normally be shipped from our warehouse within 2-5 working days of receipt of your order, unless otherwise noted in the good description. Any delivery times displayed on the Website or

otherwise notified to you are estimates only, based on the information provided by our shipping company.

- (b) The goods will be delivered to the place of delivery you specify when making your order. Title to and risk in the goods will pass to you upon the delivery of the goods to this place of delivery. We will not be responsible for any loss or damage to any goods caused by you providing incorrect delivery details or for our compliance with your delivery instructions (for example leaving any goods outside or unattended).

#### **4.5 Returns**

- (a) You may return any goods that you have purchased if the goods are faulty, different to how they were described or shown, do not serve the purpose we state they may be used for, or you otherwise have a right to return them under any applicable law.
- (b) If you wish to return any goods you must lodge a return request by emailing us at [info@storyfactory.org.au](mailto:info@storyfactory.org.au) and provide a reason for the return, within 14 days of your receipt of the goods. Once you have done so, we will respond to your request and (if the return is accepted) provide you with the details of where the goods are to be returned to. You must pay for any return shipping costs.
- (c) Where you are entitled to return any goods, you will receive a refund or an exchange of the goods (at your choice).
- (d) We are required to provide the following notice to you, however this does not limit clause 6(e) where applicable:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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#### **5 General restrictions**

In using the Website, you must not:

- (a) provide us with inaccurate or incomplete information;
  - (b) violate any applicable laws, or use the Website for any purpose that is unlawful;
  - (c) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
  - (d) collect or store data about other users of the Website; or
  - (e) engage in any other conduct that inhibits any other person from using or enjoying the Website.
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#### **6 Warranties and liability**

- (a) All express or implied guarantees, warranties, representations, statements, terms and conditions relating to these terms of use and the Website that are not contained in these terms of use, are excluded to the maximum extent permitted by law.
- (b) In particular, and without limiting paragraph (a):

- (i) *while we endeavour to provide a convenient and functional Website, we do not guarantee that your requirements will be met or that your use of the Website will be uninterrupted, error free or that the Website is free of viruses or other harmful components; and*
  - (ii) *we cannot be responsible for any loss, corruption or interception of data sent to or from our Website which occurs outside of our computer systems (such as those which occur while being sent over the internet).*
- (c) We recommend that you install and use up-to-date anti-virus, anti-spyware and firewall software on your computer.
- (d) Nothing in these terms of use excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- (e) If any guarantee, term, condition or warranty is implied into these terms of use under the Australian Consumer Law or any other applicable legislation (a **Non-Excludable Provision**) and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:
- (i) *in the case of goods, 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; or*
  - (ii) *in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.*
- (f) Subject to paragraphs (g) and (h) and our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these terms of use or the Website whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to AUD\$100 or, in relation to each order for goods that you place with us, the price you have paid to us in respect of those goods (if it is higher).
- (g) Subject to our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
- (i) *special, indirect, consequential, incidental or punitive damages; or*
  - (ii) *damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data,*
- whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (h) Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

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## 7 Variation of the Website

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website.

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## 8 General

- (a) Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions apply in addition to, and prevail over, these terms of use.
- (b) If any part of these terms of use is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (c) These terms of use are governed by the laws of New South Wales, Australia. If you are resident in Australia, each party submits to the non-exclusive jurisdiction of the courts of the State or Territory in which you ordinarily reside. If you are not resident in Australia, each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia.
- (d) Nothing in these terms of use limits any liability we or you may have in connection with any representations or other communications (either oral or written) made prior to these terms of use, where such liability cannot be excluded (including under section 18 of the Australian Consumer Law).
- (e) Subject to paragraph (d), these terms of use supersede all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- (f) Neither party will be liable for any failure or delay in performing any of its obligations under these terms if such delay is caused by circumstances beyond that party's reasonable control.
- (g) Your use of the Website is conducted electronically, and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.
- (h) The provisions of these terms of use which by their nature survive termination or expiry of these terms of use will survive termination or expiry of these terms of use.
- (i) No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.
- (j) The word "including" when used in these terms of use is not a term of limitation.