



Australiani Pty Ltd (**we, us, our**) operate and provide this website (**Website**). These Terms and Conditions and other documents referred to in these Terms and Conditions, govern the supply of any products to you through the Website (**Products**).

By accessing, browsing, or using this Website, or placing an order for a Product (**Order**), you agree that you have read, understood and agree to be bound by these Terms and Conditions, our Privacy Policy (**Privacy Policy**) and all applicable laws, and you acknowledge that this Website is available for your use only on the condition that you agree to be bound to these Terms and Conditions. You should read these Terms and Conditions and Privacy Policy carefully before using this Website.

We reserve the right to revise and update these Terms and Conditions by making any changes immediately. We will notify you as soon as reasonably practicable after such changes have been made. The revised terms will take effect when they are posted on the Website and your continued usage of this Website and/or placing of any Orders after any changes to these Terms and Conditions will mean you accept those changes.

1 PRIVACY

We have adopted a Privacy Policy that you should refer to in order to fully understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth), the Australian Privacy Principles and (if applicable) *General Data Protection Regulation (EU) 2016/679* or the *Data Protection Act 2018 (UK)* and “*UK GDPR*” (as defined in the *Data Protection, Privacy and Electronic Communications Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations SI 2019/419*). You can access our Privacy Policy at www.australiani.com.au/privacy-policy.

2 OWNERSHIP, LICENCES AND SITE ACCESS

- (a) We grant you a limited, royalty-free, non-exclusive, non-transferrable, non-sublicensable, revocable, licence to use the Australiani IP to access the Website and Products for personal and non-commercial purposes only.
- (b) You acknowledge that:
 - (i) all rights, title and interest in the Australiani IP, anywhere in the world, belong to us or our licensors;
 - (ii) all rights in relation to the Australiani IP are licensed (not sold) to you;
 - (iii) you hold no proprietary rights, title or interest in the Australiani IP, other than the right to use such property in accordance with these Terms and Conditions; and
 - (iv) nothing contained in these Terms and Conditions shall be construed as an assignment or transfer of the Australiani IP to you.
- (c) You undertake and agree that you will not (and will not allow any person using your account to), without our prior written consent:
 - (i) rent, lease, sublicense, loan, sell or use for commercial purposes, the Australiani IP, Website and/or Products;
 - (ii) modify, adapt, translate, reverse-engineer, decompile, disassemble, or make derivative uses of, the Australiani IP, Website and/or Products;



- (iii) copy, imitate, mirror, reproduce, distribute, disseminate, publish, download, display, perform, post or transmit any Australiani IP in any form or by any means;
 - (iv) use the Australiani IP, Website and/or Products in a way that may (or does) damage, disable, overburden, interfere with, or adversely affect the functionality of the Australiani IP, Website and/or Products;
 - (v) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Website, or collect any information from the Website or Products;
 - (vi) use the Australiani IP, Website and/or Products in a way that may (or does) bring our business, the Website or Products into disrepute;
 - (vii) use the Australiani IP unlawfully, in an inappropriate way or in a manner inconsistent with these Terms and Conditions;
 - (viii) infringe our rights (or the rights of any third parties) in relation to the Australiani IP;
 - (ix) bypass or avoid our security features or measures which have been implemented on the Website or in connection with the Products (or attempt to do the same); and
 - (x) apply to register, or challenge the validity of, the Australiani IP.
- (d) For the purposes of these Terms and Conditions:
- (i) **Australiani IP** means all Intellectual Property relating to us, including but not limited to the Intellectual Property relating to the Website, Services and Products; and
 - (ii) **Intellectual Property** means all present and future industrial and intellectual property rights including, without limitation:
 - (A) inventions, patents, copyright, trade business, company or domain names, rights in relation to registered designs, registered and unregistered trade marks, know how, trade secrets and the right to have confidential information kept confidential, and any and all other rights to intellectual property which may subsist anywhere in the world; and
 - (B) any application for or right to apply for registration of any of those rights.
 - (iii) **Materials** means all of the materials displayed on the Website, including (without limitation) all information, text, graphics, names, logos, trade marks, design, software and advertisements.

3 YOUR ACCOUNT

- (a) If you use this Website, you may be required to set up an account and/or password(s).
- (b) You are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.



- (c) We reserve the right to refuse service, terminate or suspend accounts, remove or edit content in our sole discretion.
- (d) If you register on the Website, you warrant and undertake that any information you provide to us will be current, accurate and complete.
- (e) We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to the unauthorised use of your account and/or password either with or without your knowledge.
- (f) You agree to notify us immediately of any unauthorised use of your account and/or password(s), or other breaches of security.
- (g) If your account is terminated, removed, suspended or cancelled, you (and/or any person using your account) will be prohibited from creating a new account.

4 ORDERS

4.1 Orders

- (a) An Order is accepted upon:
 - (i) you submitting an Order on the Website;
 - (ii) you paying the purchase price for the Products in full, including any taxes, duties and shipping costs; and
 - (iii) us issuing an Order confirmation to you.
- (b) By placing an Order, you are making an offer to purchase those Products for the purchase price (including the delivery and other charges and taxes) specified at the time that you place your Order.
- (c) We reserve the right to:
 - (i) accept or reject your Order or a part of your Order at any time, for any reason, including, without limitation, the unavailability of any Products as elaborated in Clause 5.2, limitations on quantities available for purchase, inaccuracies or errors in Products or pricing information, where fraud is suspected, or where there is an error in your order;
 - (ii) request identification from you, including photo ID or any other such documentation for verification purposes before we process your Order;
 - (iii) cancel an Order at any time, for any reason; or
 - (iv) restrict the quantity or total value of Products available for purchase to each person or address.
- (d) Where we exercise the rights above, we will notify you by email, remove an item from an Order or provide a refund of the purchase price where applicable and we will not be liable for any loss or damage whatsoever arising from such acts.



4.2 Returns and Refunds

- (a) If you wish to return your items because you are unsatisfied with the item or for any other reasons, you should first contact us at contact@australiani.com.au to obtain instructions on how to proceed with your return.
- (b) Only items of saleable condition (that is, the item is unworn, unwashed, with all original tags in place) are eligible to be returned.
- (c) Subject to Clause 4.1(d) and your rights under the Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**), refunds and replacements of orders will only be issued for manufacturing faults, which do not include general wear and tear that is outside our control.
- (d) If the item is returned for reasons other than manufacturing faults, subject to your rights under the Australian Consumer Law, we will only offer you a non-refundable store credit provided that:
 - (i) you provide satisfactory proof of purchase to us;
 - (ii) you return the item within 14 days of your receipt of the Products; and
 - (iii) the Product is in 'saleable condition' as specified under clause 4.2(b).

5 PRODUCTS

5.1 Product images

- (a) Whilst we endeavour to show accurate representations of our Products on our Website and other digital forums, Product images may vary from the delivered Products depending on your monitor, settings and computer equipment.
- (b) You acknowledge and agree that we have not made any representations or inducements in respect of the Website or the Products, and an individual's outcomes with respect to the Products vary.
- (c) Unless otherwise stated, any additional clothing and accessories styled or shown in a product image are for display purposes only and are not included in the listed price.
- (d) You must ensure that you carefully read the title and product description before making a purchase.

5.2 Product Availability

- (a) You agree that all Orders are made subject to availability. Whilst we use our best endeavours to ensure that Products are available for delivery, there may be some circumstances where Products are unavailable.
- (b) Where we cannot fulfil your Order, or a part of your Order, we will notify you within a reasonable time after the Order is made.



- (c) If your Order is rejected or cancelled, we will refund (in full) all amounts you have paid in respect of such unavailable Products. Alternatively, we may contact you to advise you of a delay in restocking a particular Products and a delay in delivery of your Order. In this case, you may elect to proceed with your Order on the basis of a delayed delivery date, cancel your Order or select an alternative Product. If you do not vary or cancel your order within 2 days of such notification, you are deemed to have accepted the delay.

5.3 Recalls

If any Products are subject to a recall, you agree to:

- (a) follow any reasonable instructions provided by us regarding return or destruction of such Products; and
- (b) inform any end-user of the Products of such recalls, including any gift recipient, of any recall applicable to such Products.

6 TITLE AND RISK

- (a) Title in the Products shall remain with us until you have remitted payment for the Products in accordance with these Terms and Conditions.
- (b) Risk in the product shall pass to you upon provision of the Products to our delivery partners, such as Australia Post, for dispatch (**Dispatch**). From the time when risk passes to you, we will not be liable for loss or destruction of the Product.

7 PAYMENTS

- (a) You may purchase the Products from us for the purchase price indicated on the Website or as otherwise specified by us at the time of purchase (which is exclusive of GST).
- (b) We use third-party ecommerce providers to facilitate the sale of the Products through our Website (**Providers**). When you purchase any Products from us, you agree to the terms and conditions prescribed by the Providers.
- (c) You may make payment for the Products through the accepted payment methods specified by us on our Website by us from time to time.
- (d) By paying for the Products through the payment methods specified above, you acknowledge and accept that you will be charged by us (and you authorise us to charge you) for the Products that you have agreed to purchase.
- (e) We will notify you by email as soon as any payment has been successfully processed and received by us. If any payment is not successfully processed, you will receive a notification from us, and you will need to contact us to resolve the issue. We will not attempt to charge you again until the issue has been resolved.
- (f) If you believe that you were incorrectly charged, please contact us immediately, and we will attempt to rectify the error as soon as reasonably practicable.
- (g) You also agree that you will be responsible for any fees or charges that are incurred whilst processing your payment, including but not limited to, credit or debit card transaction processing fees, merchant settlement fees and other similar fees.
- (h) You warrant that you will have sufficient funds available for us to process payments.



- (i) We will only store and hold your payment credentials (if applicable) in accordance with our Privacy Policy.

8 PROMO CODES

- (a) We may offer you promotional codes (**Promo Code**) for the purposes of reducing the purchase price of certain Products, or bonus or free additional Products, subject in all respects to the specific terms and conditions associated with that Promo Code, which may be prescribed by us from time to time.
- (b) Unless otherwise specified in the terms of a Promo Code, where we have multiple Promo Codes which are active at the same time, you may only apply one Promo Code for each Order.
- (c) We reserve the right to cancel, modify, deactivate or refuse the use of the Promo Code, at any time, for any reason and without providing notice to you.
- (d) We make no representations that a Promo Code will work at the time of your purchase.

9 ELECTRONIC COMMUNICATIONS

From time to time, we may offer a newsletter or service information updates. By accepting these Terms and Conditions, you consent to us using your email address to send you our newsletters or product or service information updates (as applicable). We may also use your email address to send updates to you, from time to time, about changes to the Products. If requested by you, we will remove you from our mailing list in accordance with the Privacy Policy.

10 HYPERLINKS

Linking to our Website is prohibited (without our express written consent). Links on our Website may direct you to third party websites, which are subject to their own terms and conditions. Your use of those websites is solely at your own risk and expense, and we accept absolutely no responsibility and make no claims, representations or warranties with regards to the use, quality, content, nature or reliability of any third-party websites.

11 TERMINATION

We may terminate these Terms and Conditions, and block or prevent future access to (and the use of) this Website and the Products, at any time, for any reason. You may terminate these Terms and Conditions at any time, for any reason, by notifying us in writing. Upon termination of these Terms and Conditions, the licences granted by us to you in relation to our property (including the Australianani IP) shall be automatically and irrevocably revoked, and you shall immediately cease in using that property (and immediately return copies of the same to us).

12 WARRANTIES AND GUARANTEES

- (a) This Website is provided on an 'as is' and 'as available' basis and we specifically exclude all warranties of any kind to the fullest extent permissible by law. We do not guarantee, the accuracy or completeness of the Website, or any information or content on the Website, or that the Website are free of defects or viruses and we accept no responsibility for viruses and defects.



- (b) While we use reasonable endeavours as to avoid any disruption or downtime to the Website and/or the provision of the Products, from time to time, there may be disruption to the Website and/or the provision of the Products, in order to upgrade or maintain them, or for other circumstances beyond our control. Should there be any interruption to the availability of the Website and/or the provision of the Products, we will use its reasonable endeavours to minimise that interruption.

13 LIMITATION OF LIABILITY

- (a) You acknowledge and understand that:
 - (i) the Website and Products have not been developed to meet your individual requirements;
 - (ii) you are responsible to ensure that the Website and Products meet your requirements and/or needs;
 - (iii) the use of this Website and Products is entirely at your own risk;
 - (iv) we assume no duty of care to you or any other party who relies on anything provided for by us through the Website and Products;
 - (v) we rely on all warranties and undertakings provided by you under these Terms and Conditions; and
 - (vi) we are not obliged to confirm or check the accuracy of the personal information or other materials you provide to us in connection with your use of the Website and/or Products.
- (b) Except to the extent that liability may not lawfully be excluded, we will not be under any liability to you (or any of your officers, agents or employees, if any) for:
 - (i) any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill, or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of this Website and Products, or your use of or reliance upon any of the information or the Australianani IP provided through the Website or Products, or otherwise provided by us to you; or
 - (ii) any losses, costs, expenses and damages (including legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way, arising in connection with:
 - (A) death, personal injury or property damage resulting directly or indirectly from your use of the Website and Products; and/or
 - (B) any failure or delay due to matters beyond our reasonable control.
- (c) Where the law implies a warranty into these Terms and Conditions, which may not be lawfully excluded, our liability for breach of such a warranty shall be limited to, in the case of the Products, the total amount paid by you to us for the Products.



- (d) You agree that this Website is provided free of charge. We shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Website. We may from time to time, publish links to other third-party websites on this Website. Contents, hyperlinks or information held on other sites is not our responsibility. We shall not be held liable for any information held on websites which may have links to or from this Website, and which are not maintained and controlled by us. We do not endorse any material on those websites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of material on those websites, nor do we warrant that material on other websites does not infringe the intellectual property rights of any other person. Our aggregate liability to you for any other losses resulting from use of the Website is limited to the nominal amount of \$AU1.

14 RELEASE AND INDEMNITY

- (a) You discharge and forever release us from any claim, loss, actions, proceedings, demands, costs, expenses and liability relating to your use of the Website and/or the provision of the Products to you.
- (b) You hereby defend, indemnify and hold harmless us, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, loss, actions, demands, liabilities and settlements, arising in connection with your use of the Website and/or the Products, and/or your breach of these Terms and Conditions.

15 DISPUTES

In the event of any dispute under these Terms and Conditions:

- (a) you will notify us of the complaint using the contact details provided in these Terms and Conditions;
- (b) we will review your complaint and request any further information that we may require;
- (c) you and we will both negotiate in good faith to resolve the dispute; and
- (d) you agree to fully cooperate (in a timely manner) with all requests that we may make in the resolution process.

16 EVENTS OUTSIDE OUR CONTROL

- (a) We will not be liable or responsible for any delay in or failure to comply with these Terms and Conditions if such delay or failure is caused by circumstances beyond that party's reasonable control, including (without limitation), government restrictions, virus, pandemic, fire, flood, act of God, strikes, lock outs, stoppage of work, trade disputes, any act of war or terrorism, or the failure of public or private telecommunications networks (**Event Outside Our Control**).
- (b) If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions, our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control, and we will use our reasonable endeavours to find a solution by which our obligations under these Terms and Conditions may be performed despite the Event Outside Our Control.



17 GST

- (a) Unless otherwise expressly stated, the price and any other sums payable for any Products are exclusive of GST.
- (b) In the event of a taxable supply (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)), we will ensure any such supply is provided for in any invoice provided to you (as appropriate).

18 INTERNATIONAL USERS

We control and operate the Website and provide the Products from Australia. We do not represent that the Website and/or Products are appropriate or available for use cross-jurisdictionally. If you are accessing the Website and Products from locations other than Australia, you acknowledge and understand that you are doing so at your own risk and on your own initiative, and you are solely responsible for compliance with local laws (as may be applicable).

19 ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and us with respect to this Website and the Products, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website and the Products.

20 VARIATION

- (a) These Terms and Conditions may be amended or varied by us, at any time, for any reason, at our discretion, and may not be amended or varied in any other manner.
- (b) While we will use reasonable endeavours to notify you as soon as such variations have been made, you are required to revisit these Terms and Conditions to ensure that these conditions have not changed.
- (c) The new terms may be displayed on screen and you may be required to read and accept them to continue your use of the Website and/or Products.

21 ASSIGNMENT

We may assign these Terms and Conditions and our rights or delegate our obligations without your consent. All provisions contained in these Terms and Conditions shall extend to and be binding upon you and our successors and assignees. You may not assign these Terms and Conditions to another person or entity without our prior written consent.

22 WAIVER

Enforcement of these Terms and Conditions is solely at our discretion and our failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such provision in other instances.

23 SEVERABILITY

Each of the conditions of these Terms and Conditions operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.



24 GOVERNING LAW

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of South Australia. You submit to the non-exclusive jurisdiction of the state and federal courts located in South Australia for the resolution of any disputes.

25 CONTACT US

If you have any questions regarding these Terms and Conditions, please contact us at contact@australiani.com.au