

PRIVACY POLICY



www.leahsmith.com.au | Effective Date: 17/03/2022

This privacy policy (hereinafter “Privacy Policy”) deals with the protection of Your privacy while You use Our website which is hereinafter referred to as “the Product” and which is located at: leahsmith.com.au

The Product is owned and operated by: Leah Smith

We are committed to the protection of Your privacy while You use the Product.

This Privacy Policy only applies to the Product. The Product may contain links to other websites or applications, but if that is the case, the Privacy Policy does not apply to any of those linked websites or applications.

We gather certain information from users of the Product, so this Privacy Policy explains what information we collect, how we use it, and your rights in relation to it.

By continuing to use the Product You acknowledge that You have had the chance to review and consider this Privacy Policy, and You acknowledge that You agree to it. This means that You also consent to the use of Your information and the method of disclosure as described in this Privacy Policy. If You do not understand the Privacy Policy or do not agree to it then please do not use the Product.

1. DEFINITIONS

“Company IP” includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Website, Content and Materials as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Product, Content and Materials.

“Content” means any content, writing, images, audiovisual content or other information published on the Product.

“Effective Date” means the date that this Privacy Policy comes into force.

“Items” means any and all of the Product, Services, Content and Materials collectively.

“Materials” means any materials, information or documentation that We may provide to You in connection with Your use of the Services or Product including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of the Services or Product.

“Parties” means both You (the user of the Product) and Us (the owner of the Product) collectively.

“Personal Information” means information that we obtain from You in connection with Your use of the Product.

“Privacy Policy” means this privacy policy.

“Product” means the website including all pages, all sub pages, all blogs, all forums, all other connected pages and all other connected internet content whatsoever, the home page or main page of which is located at: leahsmith.com.au

“Services” means any or all services provided by or on the Product.

“Third Party Links” means links or references to websites other than the Website, to content other than the Content or to materials other than the Materials, none of which are controlled by Us.

“Third Party Service Provider” means a third party, separate from Us or Our company but which provides services that assist Us in serving You. This may include but is not restricted to web hosting, IT services, security services, payment processing, deliveries, customer service, order fulfillment or other services.

“Us”, “We”, “Our” or “the Owner” refers to Leah Smith

“Us”, “We”, “Our” or “the Owner” also includes any employees, affiliates, agents or other representatives of Leah Smith

“You” or “Your” refers to the user of the Website.

“Your Content” means any Content posted to or added to the Website, Content or Materials by You or by somebody authorised by You or doing so on Your behalf.

2. INTERPRETATION

a. In this Privacy Policy, unless the context otherwise requires, the following rules of interpretation shall apply:

I. Words referring to one gender include every other gender.

II. Words referring to a singular number include the plural, and words referring to a plural include the singular.

III. Words referring to a person or persons include companies, firms, corporations, organisations and vice versa.

IV. Headings and titles are included in this Privacy Policy for convenience only and shall not affect the interpretation of this Privacy Policy.

V. Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Privacy Policy and the events contemplated by it.

VI. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. TYPE OF INFORMATION AND HOW IT IS COLLECTED

a. When You use the Product, We may collect information from You through automatic tracking systems (such as information about your browsing preferences).

b. In addition, We may collect information that You volunteer to Us (such as information that You provide during a sign up process or at other times while using the Product).

c. In order to access all of the features of the Product, You are required to register as a user. During the registration process, We collect some of Your Personal Information, in the following manner:

I. We will not collect information that identifies You personally, except when You specifically volunteer that information to Us.

II. The information that We will collect from You at registration includes:
Name, Email Address, Postal Address, Phone Number

III. By undergoing the registration process You consent to Us collecting Your Personal Information, including the Personal Information described in this clause. You also consent to Us collecting any other Personal Information as well as storing, using or disclosing Your Personal Information in accordance with this Privacy Policy.

d. In order to access some specific features of the Product, You are required to provide some Personal Information. During this process, We collect some of Your Personal Information, in the following manner:

I. We will not collect information that identifies You personally, except when You specifically volunteer that information to Us when using specific Product features. These specific Product features might include, but are not limited to:

A. making purchases

B. receiving notifications by text message or email about events and promotions

C. receiving general emails from Us

II. In addition to any Personal Information that You are required to provide in order to access these additional Product features, in some cases You may be required to provide more specific information. For example, in order to make purchases, You may need to provide credit card information, billing information and postal addresses.

4. COOKIES

a. Cookies are small files stored on Your computer or mobile device which collect information about Your browsing behaviour.

b. Cookies do not access information which is stored on Your computer.

c. Cookies enable us to tailor our configurations to Your needs and preferences, in order to improve Your user experience.

d. Most internet browsers accept cookies automatically, although You are able to change Your browser settings to control cookies, including whether or not You accept them, and

how to remove them. You may also be able to set Your browser to advise You if You receive a cookie, or to block or delete cookies. However, if You do this, You may be prevented from taking full advantage of the Product.

5. HOW YOUR INFORMATION IS STORED

a. Please note that no systems involving the transmission of information via the internet, or the electronic storage of data, are completely secure. However, we take the protection and storage of Your Personal Information very seriously. We take all reasonable steps to protect Your Personal Information.

b. We use appropriate physical, digital, managerial and security systems to store Your Personal Information and to protect it against unauthorised access, destruction or disclosure.

6. THIRD PARTIES

a. We may provide some of Your Personal Information from time to time to Third Party Service Providers so that they can help us to serve You via the Product. In particular, We may use Third Party Service Providers to assist with information storage (such as cloud storage).

b. We may provide some of Your Personal Information to Third Party Service Providers for the purpose of analysing data or tracking usage. For example, We may use these services to find out where page requests come from, dates and times of page requests, details of any website that referred You to the Product and other details about Your usage of the Product. This information enables Us to understand patterns of usage of the Product, and to improve the Product.

c. We may use Third Party Service Providers to host the Product. If this occurs, that Third Party Service Provider is likely to have access to some of Your Personal Information.

d. We may use Third Party Service Providers to fulfill orders in relation to the Product.

e. We may use Third Party Service Providers for the following services in relation to the Product: Emailing of products to download by purchaser, emailing of correspondence in relation to purchases

f. However, We only share Your Personal Information with a Third Party Service Provider if that provider agrees to Our privacy standards as set out in this Privacy Policy.

g. Your Personal Information will not be sold or otherwise transferred to other third parties without Your approval.

h. Notwithstanding the other provisions of this Privacy Policy, We may provide Your Personal Information to a third party or to third parties in order to protect the rights, property or safety, of Us, Our customers or third parties, or as otherwise required by law.

i. We will not knowingly share Your Personal Information with any third parties other than in accordance with this Privacy Policy.

j. If Your Personal Information might be provided to a third party in a manner which is other than as explained in this Privacy Policy, You will be notified. You will also have the opportunity to request Us not to share that information.

7. COMBINING INFORMATION

a. We may combine, link or aggregate some of Your information in order to obtain a better understanding of Your requirements. This may enable Us to better design the Product and may also assist with Our business or administration requirements.

b. We may also share aggregated information with third parties.

8. HOW YOUR INFORMATION IS USED

a. We use Your Personal Information to help us improve your experience with Our Product. We may use Your Personal Information for purposes including but not limited to:

I. order fulfillment.

II. providing customer service to You.

III. marketing and advertising to You including both direct and indirect marketing and advertising and including marketing and advertising about products that may interest You based on Your personal preferences or demographics.

IV. advising You about updates to the Product or related Items.

V. Market research, Product development.

9. MERGER, RESTRUCTURE OR SALE OF OUR BUSINESS

a. Part or all of Our business may be merged, restructured or sold including but not limited to through an ordinary sale of business or of stock, a corporate reorganisation, a change in control, bankruptcy or insolvency proceedings.

b. In the event that such a merger, restructure or sale occurs as described in the preceding sub-clause hereof, We may transfer Your Personal Information, including personally identifiable information, as part of that merger, restructure or sale.

10. EMAIL OPT IN/OUT

If You receive an email from Us in relation to the Product and would prefer not to receive such correspondence in the future, You may follow the instructions in the email to opt out of future correspondence. You may also contact Us, using the details at the bottom of this Privacy Policy, in order to opt out of future correspondence. We will make all reasonable efforts to promptly comply with Your requests. However, You may receive subsequent correspondence from Us while Your request is being handled.

11. ACCESSING, UPDATING AND CORRECTING YOUR PERSONAL INFORMATION

- a. You have the right to request access to any of Your Personal Information which We are holding.
- b. You have the right to request that any of Your Personal Information which We are holding be updated or corrected.
- c. In order to request access, an update or a correction to Your Personal Information, you may contact us using the details at the end of this Privacy Policy.

12. DISCLAIMER REGARDING SECURITY

By continuing to use the Product, You agree to the terms of this Privacy Policy. You acknowledge, agree and accept that no transmission of information or data via the internet is completely secure. You acknowledge, agree and accept that We do not guarantee or warrant the security of any information that You provide to Us, and that You transmit such information at Your own risk.

13. CHANGES TO THIS POLICY

- a. We may make changes to this Privacy Policy at any time in Our sole discretion.
- b. If We make changes to this Privacy Policy, unless We obtain Your express consent to those changes, then such changes will only apply to any information that We obtain from You after the date that the changes take effect.
- c. If We make changes to this Privacy Policy, Your continued use of the Product after the date that the changes take effect confirms that You acknowledge, accept and agree to those changes.

14. COMPLAINTS

- a. We take customer satisfaction very seriously. If You have a complaint in relation to Our handling of Your Personal Information, We will endeavour to handle it promptly and fairly. For Your information, an overview of Our complaints handling procedure is as follows:

- I. Any complaints are forwarded to Our complaints officer for review. We aim to review all complaints within 7 days of receiving them (although this cannot be guaranteed). If necessary, the complaints officer may then refer the complaint to another section within Our organisation for consideration. If further information is required, We may contact You to request that information. If We accept fault in relation to the complaint then We will propose a resolution (which may or may not be the same as any resolution proposed by You). If We do not accept fault, then We will contact You to advise You of this. We aim to complete this entire process within 21 days, provided that We are provided complete information in the first place (although this cannot be guaranteed). However, if You do not provide complete information then this is likely to delay the handling of Your complaint.

II. If You have a complaint in relation to Our handling of Your Personal Information, You should use the following procedure to lodge Your complaint with Us:
Email hello@leahsmith.com.au

III. If You are not satisfied with Our response to Your complaint, You may refer your complaint to the relevant external dispute resolution organisation in Your area.

15. CONTACT US

You can contact us about this Privacy Policy using the following details:

Leah Smith,
PO Box 5091,
Mackay MC, QLD, 4741
Email: hello@leahsmith.com.au

TERMS & CONDITIONS



www.leahsmith.com.au | Effective Date: 17/03/2022

These terms and conditions (hereinafter “Terms”) govern Your use of the following website (which is hereinafter referred to as “the Product”): leahsmith.com.au

The Product is owned and operated by: Leah Smith

These Terms constitute a binding contract between You and: Leah Smith

In connection with Your use of the Product, we may also provide You with access to various other content, documentation, materials, information, goods or services. In these Terms, we refer to all of these items collectively as “the Items”.

These Terms will govern Your use of all pages of the Product, as well as Your use of the Items.

If You continue to use the Product, You acknowledge that You have been given the chance to review the Terms. You acknowledge that You understand the Terms and that You agree to be bound by the Terms.

If You do not understand the Terms, if You do not agree to be bound by the Terms, or if You need more time to review and consider the Terms, then You must stop using the Product immediately.

1. DEFINITIONS

“Australian Consumer Law” means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth).

“Company IP” includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Product, Content and Materials as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Product, Content and Materials.

“Content” means any content, writing, images, audiovisual content or other information published on the Product.

“Contract” means these terms and conditions.

“Dispute” means any dispute, controversy or claim arising out of or in relation to these Terms, including any dispute, controversy or claim relating to the existence, validity or termination of these Terms.

“Effective Date” means the date that these Terms come into force.

“Identifying Information” means information provided by You when registering to use

the Items, including but not limited to Your name and email address, a user name and a password.

“Items” means any and all of the Product, Services, Content and Materials collectively.

“Materials” means any materials, information or documentation that We may provide to You in connection with Your use of the Services or Product including documentation, data, information developed by Us or owned by Us, and other materials which may assist in Your use of Services or Product.

“Parties” means both You (the user of the Product) and Us (the owner of the Product) collectively.

“Product” means the website including all pages, all sub pages, all blogs, all forums, all other connected pages and all other connected internet content whatsoever, the home page or main page of which is located at: leahsmith.com.au

“Services” means any or all services provided by or on the Product.

“Terms” means these terms and conditions.

“Third Party Links” means links or references to websites or applications other than the Product, to content other than the Content or to materials other than the Materials, none of which are controlled by Us.

“Us”, “We”, “Our” or “the Owner” refers to Leah Smith

“Us”, “We”, “Our” or “the Owner” also includes any employees, affiliates, agents or other representatives of Leah Smith

“You” or “Your” refers to the user of the Product.

“Your Content” means any Content posted to or added to the Product, Content or Materials by You or by somebody authorised by You or doing so on Your behalf.

2. INTERPRETATION

a. In these Terms, unless the context otherwise requires, the following rules of interpretation shall apply:

- I. Words referring to one gender include every other gender.
- II. Words referring to a singular number include the plural, and words referring to a plural include the singular.
- III. Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- IV. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

3. YOUR AGREEMENT AND REPRESENTATIONS

- a. By continuing to use the Product and the Items You warrant and acknowledge that You have had the chance to review and consider the Terms, that You understand the Terms and that You agree to be bound by the Terms. If You do not understand the Terms or do not agree to be bound by them then you must stop using the Items immediately. We only agree to provide use of the Items to You if You agree to these Terms.
- b. By continuing to use the Product and the Items You represent and warrant to Us that You have legal capacity to enter these Terms.
- c. By continuing to use the Product and the Items You represent and warrant to Us that You have complied with all of these Terms.

4. AGE RESTRICTION

- a. In order to use the Items, You must be aged at least 18 years.
- b. By using the Items, You represent and warrant that You are aged at least 18 years.
- c. We accept no responsibility or liability for any misrepresentation of Your age.

5. LICENCE TO USE PRODUCT, CONTENT AND MATERIALS

- a. We may provide You with certain other Items in connection with Your use of the Product.
- b. Subject to these Terms, We grant You a licence to use the Product, Content and Materials solely in connection with Your use of the Items. The licence created under these Terms is non-exclusive, limited, non-transferable, worldwide and revocable.
- c. You may not use the Product, Content or Materials for any purpose other than in accordance with the licence that is provided under this clause, and this licence to use the Product, Content and Materials terminates upon Your cessation of use of the Items or upon termination of this Contract.

6. SALE OF GOODS/SERVICES

- a. We may sell Services or may allow third parties to sell Services on the Product. If this occurs, then some specific exclusions of liability will apply, as described in the "Exclusion of Liability" clause.
- b. Please refer to Our additional terms and conditions for sale of services as applicable.

7. EXCLUSION OF LIABILITY

- a. The Product, Content and Materials are provided for general information only and may change at any time without prior notice.
- b. You accept and acknowledge that the Items may contain mistakes, errors and inaccuracies.
- c. Your use of the Product, Content and Materials is entirely at Your risk. It is Your responsibility to make sure that any Goods, Services, Materials, Content or other information available through the Product suits Your particular purpose.
- d. Neither We, nor any third parties, provide any guarantees or warranties regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of the Items.
- e. To the maximum extent permitted by law, We hereby expressly exclude all warranties, guarantees, representations or terms (whether express or implied) except for those expressly set out in these Terms.
- f. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of the Items.
- g. To the maximum extent permitted by law, We hereby expressly exclude any liability in relation to loss of data, interruption to Your business or any damages which are incidental to or arise from such loss of data or interruption to business.
- h. To the maximum extent permitted by law, We will not be liable for any damage, loss, cost or expense including legal costs and expenses, whether direct or indirect, incurred by You in connection with Your use of the Items.
- i. for Goods and/or Services sold by third parties via the Product or via Third Party Links (hereinafter "Third Party Goods and Services"):
 - I. You acknowledge and agree that We have no control over those Third Party Goods and Services and that You purchase such Third Party Goods and Services at Your own risk.
 - II. You acknowledge and agree that We assume no liability and provide no warranties or guarantees regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality or suitability for a particular purpose of Third Party Goods and Services.
 - III. For any claim You may have against the third party provider of the Third Party Goods and Services (such as the manufacturer or vendor) You agree to pursue that claim directly with that third party provider of the Third Party Goods and Services and not with Us.
 - IV. To the maximum extent permitted by law, You hereby release Us from any claim related to Third Party Goods and Services including any and all warranty and product liability claims.

8. NO PROFESSIONAL ADVICE

You might use the Product or other Items to consult with Us directly in order to seek professional advice. Aside from any information provided to You directly from Your professional adviser after a direct consultation between You and Your professional adviser and after Your professional adviser has considered Your particular circumstances:

a. The information provided through the Product, Content, Materials or through the other Items is for information purposes only. It does not address Your specific circumstances. It is not professional advice.

b. You acknowledge and agree that any information provided on the Product, Content, Materials or through the other Items is not professional advice.

c. You acknowledge and agree that Your use of the Product and Items is at Your own risk. We do not assume responsibility or liability for any information provided through the Product or other Items.

d. You acknowledge and agree that it is Your responsibility to evaluate all information that is provided through the Product or other Items in consultation with Your own professional adviser or advisers as appropriate.

e. You acknowledge and agree that Your use of the Product does not create a fiduciary relationship between Us and You.

f. You acknowledge and agree that a fiduciary relationship may only be created between You and Your professional adviser after You have a direct consultation with Your professional adviser.

9. INDEMNITY

You hereby indemnify Us (which, for the sake of clarity, also includes any of Our employees, affiliates, agents or other representatives) and You agree to defend Us and to hold Us harmless in relation to any and all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) which may arise from or relate to Your use or misuse of the Items. You agree that We may select Our own legal representation and may participate in Our own legal proceedings if We choose.

10. TERMINATION

a. The information provided through the Product, Content, Materials or through the other a. We may immediately terminate these Terms at any time, with or without cause.

b. We specifically reserve the right to terminate these Terms if You breach these Terms in any way.

c. These Terms terminate automatically if we cease to operate the Product for any reason.

d. If You have registered for an account with Us, You may terminate these Terms at any time

by contacting Us and requesting termination.

e. At the termination of these Terms, any provisions which would by their nature be expected to survive termination shall remain in full force and effect, including but not limited to Our exclusions of liability as outlined in the “Exclusions of Liability” clause.

11. ACCEPTABLE USE

a. You agree not to use the Product or the Items for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Product or the Items in any way that could damage the Product, the Items, or Our general business.

b. You further agree not to use the Product or the Items:

I. to harass, abuse, or threaten any other person or to otherwise violate any other person’s legal rights;

II. to violate any intellectual property rights of Us or of any third party;

III. to upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

IV. to commit any kind of fraud;

V. to engage in or create any unlawful gambling, sweepstakes or pyramid schemes;

VI. to publish or distribute any obscene or defamatory material;

VII. to publish or distribute any material that incites violence, hatred or discrimination towards any person, group or community;

VIII. to unlawfully gather information about others.

c. Unauthorised use by You of the Items may be a criminal offence and may give rise to a claim for damages.

12. VARIATION OF TERMS

a. You hereby acknowledge and agree that these Terms may be varied or amended from time to time in Our sole discretion. If You continue to use the Product following any such variation or amendment You will be deemed to have confirmed and agreed to the new Terms as varied or amended.

b. You agree to routinely monitor these Terms and to refer to the Effective Date posted at the top of these Terms in order to monitor any modifications or variations. You further agree to clear Your cache when doing so in order to avoid accessing a prior version of these Terms.

c. In the event that You fail to monitor any modifications to or variations of these Terms, You agree that such failure shall be considered an affirmative waiver of Your right to review the

modified or varied Terms.

13. THIRD PARTY LINKS

a. You hereby acknowledge that We may from time to time include links or references to other websites, other content or other materials (hereinafter “Third Party Links”), none of which are controlled by Us.

b. You hereby acknowledge that these Third Party Links are provided for Your information only and that We do not make any representations, warranties or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality or suitability for a particular purpose of these Third Party Links. We do not endorse, approve or support these Third Party Links. You use the Third Party Links at Your own risk.

14. CHANGES TO PRODUCT

a. You acknowledge and agree that We may, in Our sole discretion, vary, alter, amend, change or update the Content, Materials or the Product at any time.

b. You acknowledge, agree and accept that the Product may be unavailable from time to time (whether it is unavailable due to maintenance or for any other reason).

c. You acknowledge, agree and accept that We take no responsibility for, and to the maximum extent permitted by law we shall not be liable in any way for the Items being temporarily unavailable, whether due to reasons within our control or not.

15. INTELLECTUAL PROPERTY

a. The Items contain intellectual property that is owned by Us and/or that is licensed to Us. This includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Product, Content, Materials and Goods as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Items (hereinafter “Company IP”).

b. You hereby acknowledge and agree that, as between Us and You, We own all intellectual property rights in the Items and that nothing in these Terms amounts to a transfer of any intellectual property rights from Us to You.

c. You hereby acknowledge and agree not to use the Company IP for any unlawful or infringing purpose.

d. You hereby acknowledge and agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs) without express written permission from Us.

e. All of the provisions of this clause in relation to “Intellectual property” shall survive any termination of these Terms.

16. USER REGISTRATION

- a. You may be asked to register with Us in order to use or access the Items.
- b. If You register with Us, You may be asked to provide personal details such as Your name and email address, as well as choosing a user name and a password (“Identifying Information”). This Identifying Information will allow You to access the Items.
- c. You acknowledge that You are responsible for ensuring the accuracy of any Identifying Information You provide as part of the registration process.
- d. You agree that You will not share your Identifying Information with any third party and if You discover that Your Identifying Information has been compromised, You agree to notify Us immediately in writing.
- e. You acknowledge that You are responsible for maintaining the safety and security of Your Identifying Information as well as keeping Us informed of any changes to Your Identifying Information.
- f. You acknowledge that providing false or misleading information, or using the Items to further fraud or unlawful activity is grounds for immediate termination of these Terms.

17. PRIVACY

- a. Through Your use of the Product or other Items, You may provide Us with some of Your personal information. By using the Product or Items, You authorise Us to use Your information in Australia and any other country where We operate.
- b. We take Our privacy obligations very seriously.
- c. Please refer to Our privacy policy for further information about what information We collect, how We use it and store it, and Your rights in relation to it.

18. REVERSE ENGINEERING AND SECURITY

You agree not to:

- a. reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Items; and
- b. violate the security of the Items through any unauthorised access, circumvention of encryption or other security tools, data mining or interference with any host, user or network.

19. SPAM POLICY

You are prohibited from using the Items for the purpose of gathering email addresses and/

or personal information from people, companies or other organisations and/or for sending bulk emails or unsolicited emails.

20. GENERAL PROVISIONS

a. **Australian Consumer Law:** You may have certain rights, warranties, guarantees and remedies under the Australian Consumer Law, which is contained in the Competition and Consumer Act 2010 (Cth), and these rights, warranties, guarantees and remedies may not be restricted, modified or excluded by Us. Our liability to you is governed solely by these Terms and the Australian Consumer Law.

b. **Applicable law:** Your use of the Product and the Items is subject to the laws of Queensland, Australia and each party submits to the jurisdiction of the courts of Queensland, Australia.

c. **Written communication:** In relation to any correspondence or notification which is required under these Terms to be provided in writing from one party to the other party:

I. such notice is properly given if given to the other party:

A. by email to an email address that the other party has nominated, acknowledged or used in connection with the use of the Product or other Items.

B. by facsimile to a facsimile address which the other party has nominated, acknowledged or used in connection with the use of the Product or other Items.

C. by post to a postal address the other party has nominated, acknowledged or used in connection with the use of the Product or other Items.

II. such notice is taken to be received:

A. if sent by email, when the email becomes capable of being retrieved by the recipient at the relevant email address.

B. if sent by facsimile, at the time shown of correct and complete transmission to the recipient's facsimile number by the sending machine.

C. if sent by prepaid post within Australia, five (5) days after the date of posting.

D. if sent by prepaid post to or from an address outside Australia, twenty one (21) days after the date of posting.

d. **No assignment:** You must not assign, sub-licence or otherwise deal in any way with your rights under these Terms without Our prior written consent.

e. **Severability:** If any clause or sub-clause of these Terms is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such circumstances, the remainder of these Terms shall continue in full force and effect.

f. **No waiver:** In the event that We fail to enforce any provision of these Terms, this shall not

constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any clause or sub-clause of these Terms will not constitute a waiver of any other clause or sub-clause.

g. **Headings for convenience only:** Headings of clauses and sub-clauses under these Terms are for convenience only. Headings shall not affect the meaning of any provision of these Terms.

h. **Parties must take all reasonable steps:** Each party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to these Terms and the events contemplated by them.

i. **Separate agreements:** You may have other legal agreements with Us. Those other legal agreements are separate from and are in addition to these Terms. These Terms do not alter, amend, revise or replace the terms of any other legal agreements You may have with Us.

21. CONTACT US

You can contact us about this Terms & Conditions using the following details:

Leah Smith,
PO Box 5091,
Mackay MC, QLD, 4741
Email: hello@leahsmith.com.au