



DRAWN TO KEEP

Website Terms and Conditions



WEBSITE TERMS & CONDITIONS

DRAWN TO KEEP

Effective Date: **4th September 2023**

Welcome to **www.drawntokeep.au**

This Site is owned and operated by **DRAWN TO KEEP** and **ABN 3924 803 0084** trading as **DRAWN TO KEEP** (referred to in these terms as “we”, “us”, and “our”). Please take the time to read the terms of use that are applicable to your use and enjoyment of this Site and the content made available to you via this Site and our social media channels, as well as your purchase of any products from our online store (“Terms”). These Terms, together with our Privacy Policy, apply to all Site visitors, subscribers, customers, and other users of our Site (“user”, “you” and “your”).

ACCEPTANCE OF TERMS

By accessing and using this Site, our social media channels and any other materials made available to you on this Site, you are taken to accept our Terms. In doing so, you warrant that you:

- are over 18 years of age and have the legal capacity to enter into a legally binding contract;
- have read and accepted these Terms; and
- will comply with these Terms.

CHANGES TO THESE TERMS

We reserve the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of our Site. If at any time you choose not to accept these Terms, you should not access our Site.

Your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also accept these terms where you click “Agree” or “Accept” or “Buy” or “Book” where such an option is made available to you. If you’re uncertain about the Terms or anything else on our Site, please don’t hesitate to contact us before completing any purchase.

INTELLECTUAL PROPERTY

Our Site contains intellectual property owned by us, and/or by third parties that license the content to us (“Third Party Licensed Intellectual Property”), including, without limitation, products, trade marks, copyrights, proprietary information, designs, patents, business names, logos, images, designs, copy, videos, audio files, graphics, other files, and software (“Content”). Your use of and access to our Site and its Content does not grant or transfer any rights, title or interest in it to you.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever our Site or its Content in whole or in part without our prior written consent. We reserve the right to immediately revoke your access to our Site and its Content, without refund, if you are found to be violating these Terms.



LINKS TO OTHER WEBSITES

Our Site and social media channels may have links to other sites operated by third parties. Unless we expressly tell you otherwise, we do not in any way endorse, control or approve of, nor are we responsible for, the content on those sites. It's up to you to decide if those sites and their content are suitable for you.

PRIVACY

These Terms also include our Privacy Policy which sets out how we use your personal information, which can be accessed <https://clover-dalmatian-mfjt.squarespace.com/s/Drawn-To-Keep-Privacy-Policydocx.pdf>. By using this Site, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

CREATING AN ACCOUNT

To place orders and access some features of our Site, you may need to register an account. This means you will have to give us accurate information including your name, your business name, address, a valid email address and telephone number and you must be at least 18 years old. You warrant that any information you provide during the account set up process is correct at the time you provide the information, and that you will update this information should there be any changes. You will be solely responsible for the activity that occurs on your account (including orders placed on your account), so be sure to keep your account password secure.

We reserve the right to suspend or cancel your account at any time, at our sole discretion, if you breach any provision of the Terms or applicable law, or where your conduct impacts our reputation.

PRICES AND PAYMENT

All prices are in Australian Dollars (AUD) and are inclusive of any Australian Goods Tax (GST) (as applicable). The prices indicated on our Site may change at any time without advance notice to you. The amount charged to you will be the price in force at the time your order is placed.

We reserve the right to modify or discontinue any product without notice at any time. We shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of any product.

We reserve the right to cancel an order and provide a full refund in the event that a product has been discontinued or we do not have the stock available.

We may from time to time provide discounted products. You may only use one discount code with each purchase. We reserve the right to reject or cancel any orders where you add more than one discount code. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a minimum or maximum order value. Discount codes and/or vouchers cannot be used in conjunction with any other offer or promotion.

We offer visitors who want to purchase from our Site the option to pay for the products by credit card or such other method of payment as provided at checkout. You acknowledge



and agree to make timely and full payments to us for the products purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise us to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, we may revoke your access to the products.

We reserve the right to cancel any order where we suspect that there is fraud or other types of illegal or unauthorised activity.

RETURNS & REFUND POLICY

These Terms also include our Return and Refund Policy.

SHIPPING POLICY

These Terms also include our Shipping Policy.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Site, including but not limited to any consent you provide to receive communications from us by means of electronic transmission.

You further acknowledge and agree that when you click on or tick “I agree”, “I consent”, or other similarly worded click or tick options by electronic means, your agreement will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

INFORMATION AND ADVICE

Any information provided on our Site, through blog posts, product descriptions or any other content, is of a general informational nature only and is not intended to constitute or replace professional advice for individual or specific situations. We do not purport to be any type of licensed professional and cannot be held liable for any reliance on the information we provide, either on our Site or through our products.

We do not accept responsibility for determining whether our products are appropriate for you. We reserve the right to deny service and refund the cost of that product for any reason, including where we believe that the product would be dangerous or not appropriate for you, or we believe that further professional advice should be sought.

The sale of products on our Site or reference to any other products does not constitute endorsement or recommendation of said products unless explicitly stated otherwise.

PRODUCTS

You agree to only use the products for their intended purpose and in accordance with any guidelines or directions (Guidelines) as set out on the packaging. Any use of the products by you outside of these Guidelines is at your own risk and you assume full responsibility for any loss or damage arising from such use.



Due to the nature of handmade products, what you receive may differ somewhat from the images that appear on our Site. By proceeding with your purchase, you acknowledge that these images are provided for illustrative purposes only.

Products made available on our Site are for personal use only (including any samples we provide). You must not sell or attempt to resell any products and/or samples obtained or purchased from us.

SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA

We always appreciate interaction on our social media channels and feedback about our Site and our products. You may be invited to submit a review after you have made a purchase, or you can comment on our blog or interact with us via our social media channels. We love to hear from you!

Where you do decide to submit such feedback, comments or content, you:

- warrant that you are the sole author and owner of the intellectual property and any other rights in that content (or have the right to use that content with appropriate consents and permissions);
- give us permission to post or otherwise use that feedback on our social media or other channels;
- waive any and all existing and future moral rights (as defined in the *Copyright Act 1968* (Cth)) in the content you provide us with;
- warrant that the content does not violate these Terms; and
- warrant that you are at least 18 years old.

We reserve the right to remove a review or comment if it:

- contains libelous or otherwise unlawful, abusive or obscene material;
- attacks our employees or another contributor;
- contains material that discloses your personal information; or
- is unrelated to the post or content that you have reviewed or commented on.

Our Site and social media channels may feature user reviews of the products as well as blogs by guest bloggers. These reviews and the content of the guest blogs in no way represent our views or opinions, but are the sole product of their creator. We disclaim all liability with respect to any content submitted by any user or guest blogger.

COMPETITIONS

We may from time to time run competitions through our Site and/or through our social media channels. Your participation in those competitions is subject to these Terms and any terms and conditions that are specific to each competition.

TESTIMONIALS

On our Site, we present real life examples of and insights into other people's experiences for illustrative purposes only. Any results personally achieved are due to the individuals' unique situations. These testimonials demonstrate what can be possible, but are not intended to represent or guarantee that any current or future customers will achieve the same or similar results.

PROHIBITED USE

In addition to any other prohibitions, you must not, under any circumstances:



- use our Site or its content for any unlawful purpose, including to solicit others to perform or participate in any unlawful acts or violate any international, federal, or state regulations, rules, laws, or local ordinances;
- attempt to change, remove, deface, hack or otherwise interfere with this Site or any material or content displayed on our Site;
- hack into any aspect of the Site, corrupt data, or cause annoyance to other users;
- infringe upon the rights of any person's proprietary rights;
- send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- attempt to affect the performance or functionality of any computer facilities of or accessed through this Site.

WARRANTIES AND DISCLAIMERS

This Site is provided on an as is basis, and to the fullest extent permitted by law, we make no representations or warranties about our Site and/or the products we sell, including that:

- they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
- access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
- there is no possibility of failure to store communications or other data.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, in no event are we responsible for any losses or expenses, however arising, including, without limitation, any direct, indirect and/or present, unascertained, future or contingent loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and/or our products, your inability to access our Site, interruption or outage of our Site or any inaccurate, incomplete or out-of-date content provided on our Site. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

OUR RIGHT TO BE INDEMNIFIED BY YOU

To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

BREACH AND TERMINATION

The agreement constituted between us by your use of our Site may be terminated where you breach any provision of these Terms, or at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access our Site.



SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, said provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

CEASING OUR WEBSITE

We have the right to discontinue this Site. If we decide to do this, it can be at any time and may be without notice to you. We may also exclude any person from using our Site, at any time and at our sole discretion. We will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

ASSIGNMENT

We are permitted to assign or otherwise transfer our rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign or otherwise transfer your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms (together with our Privacy Policy) constitute the entire understanding and agreement between us and you in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

GOVERNING LAW AND JURISDICTION

All Terms shall be construed in accordance with and governed in all respects by the laws of the State of New South Wales, Australia. In relation to any dispute, we ask that you contact us in the first instance so that both parties can, acting in good faith, resolve the dispute to our mutual satisfaction as efficiently and cost-effectively as possible. Where a dispute cannot be resolved, you agree to submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.