

WEBSITE TERMS AND CONDITIONS

Welcome to Baby Elephant Marketing [ABN 40707478521] and www.babyelephantmarketing.com.au, our website. We're so glad you're here! By visiting our website and using the services our website provides, you are agreeing to these terms and conditions and any other policies we publish or link to on our website; we like to call this an "Agreement". If you don't accept to our Agreement, we kindly ask that you surf elsewhere. Just know that if you breach our Agreement, we may need to terminate your use of our website. We may also change, suspend or stop providing our website at any time, but we'll always try to let you know if that's the case.

Now, let's chat about your obligations when using our website.

YOUR OBLIGATIONS WHEN USING OUR WEBSITE

To provide correct information and comply with the law

Firstly, please provide us with current and accurate information when filling out any of our opt-in or other forms. It is also important that you comply with the laws of VIC and Australia when you use our website, including, but not limited to, all intellectual property and cybercrime laws. If you're accessing our website from outside of Australia, please make sure to also comply with all the relevant local laws.

To only make personal and non-commercial use of our Content

Next up, please only use the website and its Content for your personal and non-commercial use. We own or license the Copyright in all Content on our website, and any other use is prohibited unless permitted by law, or with our prior written permission (which you can request by emailing info@babyelephantmarketing.com.au). All trademarks on our website belong to their respective owners.

To use third party software, links etc at your risk

If you choose to use third-party software, links or other tools to enhance your experience on our website, please do so at your own risk. We provide the links for your assistance only, and we have no control over those other sites or their content. We do not endorse them in any way, and any use of those sites is at your sole risk. Similarly, we have no control over third-party apps and software and do not make any warranties in relation to them. You will need to read and agree to their terms and conditions before using them

To not rely on any "advice"

Some of the information we provide on our website may be information related to business, but it's not meant to be business "advice". We provide this information for your general use only. While we try to provide accurate information, it may be historical, incomplete information or based on opinions that aren't widely held. Your personal situation has not been considered when providing the information, so any reliance on this information is at your sole risk. We recommend seeking independent professional advice before relying on the information we provide.

To be respectful when posting

We want to encourage you to engage in online discussions in our community. However, we ask that you be respectful when posting. Please don't include any personal information such as your email address or physical address in any posts. Please also follow our posting rules. We don't allow:

- any disrespectful, inappropriate, offensive, threatening or abusive content;
- any content that breaches the rights of a third party (e.g., which is defamatory);
- any content that impersonates any other person, or misleads us as to the origin of your posts; or
- any advertising, self-promotion or sales.

Where posts do not comply with these rules, or are otherwise objectionable, we may, but are not obliged to remove them. You are solely responsible for all your posts.

WE MAKE NO WARRANTIES OR GUARANTEES

We need you to know that we make no warranties or guarantees about our website or its Content. We can't guarantee our website will always be available, that your use will not be interrupted or that our website is free from viruses or secure; or that our Content is accurate, complete and current.

For example, sometimes we will be making changes to our website, or you may come across an old landing page, historical information, incomplete pages or inaccuracies. If you find any issues, please email us at info@babelephantmarketing.com.au.

LIMITATION OF LIABILITY AND INDEMNITY

We exclude, to the maximum extent permitted by law, any liability in connection with your use of our website and its Content. We are not responsible for any Loss or Damage suffered in connection with your use of our website, its Content, any interruptions, changes, suspension or termination of our website or any events beyond our control.

Additionally, you indemnify us for any Claim arising out of or in connection with any third-party links, websites, apps, software, products and services; your breach of this Agreement, your breach of the law including your local laws, or your breach of the rights of a third party.

OTHER

This Agreement is governed by the laws in VIC, Australia and the parties submit to the jurisdiction of the courts of VIC, Australia. If any part of these terms and conditions is not enforceable, it shall be severed from this Agreement and the remaining provisions will be in full force and effect. The obligations and liabilities in this Agreement survive termination. The failure to exercise our rights or enforce a provision under this Agreement does not waive the future operation of that right or ability to enforce the provision.

DEFINITIONS

"Claim" means any claim, under statute, tort, contract or negligence, any demand, award or costs.

"Content" means any content on our website, and could be any trademarks, brand names, logos, all copy, images, art, graphics, music, audio, videos, designs or any other content.

"Copyright" means all rights pursuant to the *Copyright Act 1968* (Cth).

"Loss or Damage" means any loss or damage including, but not limited to, any loss of salary, loss of revenue, loss of goodwill, downtime costs, loss of profit, loss or damage to reputation, loss of data, personal injury, property damage or legal costs.

"We, us, or our" means Suzanne Gay Marsh t/as Baby Elephant Marketing [ABN 40707478521] and includes any of our employees, agents, partners and contractors.