

DISCLAIMER

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Who we are and how to contact us

www.melbourne360booths.com is a website (**Site**) operated by Melbourne 360 Booths Pty Ltd (**we, us** and **our**).

To contact us, please email melbourne360booths@gmail.com

By using our Site, you accept these terms

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

These terms were most recently updated on 26/05/2025.

We may make changes to our Site

We may update and change our Site from time to time to reflect changes to our products, our users' needs, and our business priorities.

We may suspend or withdraw our Site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Eligibility to use our Site

Our Site is directed to users who are 15 years of age or older and are residing in and using this Site within Australia. We do not represent that content available on or through our Site is appropriate for use or available in other locations. If you access our Site from outside Australia, you do at your risk and you are responsible for compliance with laws applicable to your accessing the Site from your location.

How you may use material on our Site

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those materials are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others to content posted on our Site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy, or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.

Do not rely on information on this Site

This Site is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our Site contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

Limitation of liability

In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our Site, any websites linked to it, any content on our Site or such other websites or any services or items obtained through our Site or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers,

and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the Site, including but not limited to, your User Contributions, your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these terms.

Different limitations and exclusions of liability will apply to liability arising from the supply of any products to you, which will be set out in our terms of sale as provided on our Site.

We are not responsible for viruses

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your technology to access our Site. You should use your own virus protection software.

Rules about linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. The website in which you are linking must comply in all respects with the content standards set out in this document.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Site other than that set out above, please contact [INSERT YOUR ADMIN EMAIL ADDRESS].

Australian law applies to disputes

These terms of use, their subject matter, and their formation, are governed by the law of the State of [INSERT YOUR STATE], Australia. You and we both agree that the courts in [INSERT YOUR STATE], Australia will have exclusive jurisdiction.

Prohibited uses

You may use the Site only for lawful purposes and in accordance with these terms. You agree not to use the Site:

in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other Countries);

for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;

to transmit, or procure the sending of, any advertising or promotional material (without our prior written consent), including any "junk mail", "chain letter" or "spam" or any other similar solicitation;

to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the foregoing); or

to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such

a breach, your right to use our Site will cease immediately.

Other terms and conditions

Additional terms and conditions may also apply to specific portions, services or features of the Site. All such additional terms and conditions are incorporated by this reference into these terms.

Date: 25/05/2025

PRIVACY POLICY

- **We respect your privacy**

- We respect your right to privacy and are committed to safeguarding the privacy of our customers and website visitors. This policy sets out how we collect and treat your personal information.

- We adhere to the Australian Privacy Principles contained in the *Privacy Act* 1988 (Cth) and to the extent applicable, the EU General Data Protection Regulation (GDPR).

- "Personal information" is information we hold which is identifiable as being about you. This includes information such as your name, email address, identification number, or any other type of information that can reasonably identify an individual, either directly or indirectly.

- You may contact us in writing at **melbourne360booths@gmail.com** for further information about this Privacy Policy.

- **What personal information is collected**

- We will, from time to time, receive and store personal information you submit to our website, provide to us directly or give to us in other forms.

- You may provide basic information such as your name, phone number, address, and email address to enable us to send you information, provide updates and process your product or service order.

- We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your contact or email preference, respond to surveys and/or promotions.

- Additionally, we may also collect any other information you provide while interacting with us.

- We do not hold any financial information that belongs to you; however, you should be aware that you may be providing financial

information to a third party billing service to whom you may be directed at the time of agreeing to a service or purchasing a product on our website. Please ensure that you have thoroughly read their terms and conditions prior to the use of their services, as information provided to a third party is subject to their terms and conditions and not these.

- **How we collect your personal information**

- We collect personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we engage in business activities with you. We may receive personal information from third parties. If we do, we will protect it as set out in this Privacy Policy.

- By providing us with personal information, you consent to the supply of that information subject to the terms of this Privacy Policy.

- **How we use your personal information**

- We may use personal information collected from you to provide you with information about our products or services. We may also make you aware of new and additional products, services, and opportunities available to you.

- - We will use personal information only for the purposes that you consent to. This may include to:

- provide you with products and services during the usual course of our business activities;
 - administer our business activities;
 - manage, research and develop our products and services;
 - provide you with information about our products and services;
 - communicate with you by a variety of measures including, but not limited to, telephone, email, SMS or mail; and
 - investigate any complaints.

- If you withhold your personal information, it may not be possible for us to provide you with our products and services or for you to fully access our website.

- We may disclose your personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, legal proceedings or in response to a law enforcement agency request.

- If there is a change of control in our business or a sale or transfer of business assets, We reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases.

- **Disclosure of your personal information**

- We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes set out in this privacy policy.

- If we do disclose your personal information to a third party, we will protect it in accordance with this privacy policy.

- **Security of your personal information**

- We are committed to ensuring that the information you provide to us is secure. To prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

- Where we employ data processors to process personal information on our behalf, we only do so on the basis that such data processors comply with the requirements under the relevant law and that have adequate technical measures in place to protect personal information against unauthorised use, loss, and theft.

- The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this privacy policy.

- **Access to your personal information**

- You may request details of personal information that we hold about you in accordance with the provisions of the *Privacy Act 1988* (Cth), and to the extent applicable to the EU GDPR. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant, or misleading, please email us at **melbourne360booths@gmail.com**.

- We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act or any other applicable law.

- **Complaints about privacy**

- If you have any complaints about our privacy practices, please feel free to send in details of your complaints to **melbourne360booths@gmail.com**. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

- **Changes to Privacy Policy**

- Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

- **Website**

- *When you visit our website*
 - When you visit our website www.melbourne360booths.com we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

- *Third party sites*
 - Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

- **Use of Cookies**

- *What is a Cookie?*

A cookie is a small piece of data that a website asks your browser to store on your computer or mobile device. The cookie allows the website to "remember" your actions or preferences over time. Most Internet browsers support cookies, however, users can set their browsers to decline certain types of cookies or specific cookies. Further, users can delete cookies at any time.

- *Why do we use cookies?*

We use cookies to learn how you interact with our content and to improve your experience when visiting our website. For example, some cookies remember your language or preferences so that you do not have to repeatedly make these choices when you visit our website. We also use cookies to help us with geolocation tracking to present you with more relevant information. Additionally, cookies allow us to serve you specific content, such as videos on our website. We may employ the learnings of your behaviour on our website to serve you with targeted advertisements on third-party websites in an effort to “re-market” our products and services to you.

- *What types of cookies do we use?*

- *First-Party and Third-Party Cookies* – we use both first-party and third-party cookies on our website. First-party cookies are cookies issued from our domain that are generally used to identify language and location preferences or render basic site functionality. Third-party cookies belong to and are managed by other

parties, such as our service providers. These cookies may be required to render certain forms within our website.

- *Session Cookies* - Session cookies are temporary cookies that are used to remember you during your visit to the website, and they expire when you close the web browser.

- *Persistent Cookies* - Persistent cookies are used to remember your preferences within the website and remain on your desktop or mobile device even after you close your browser or restart your computer. We use these cookies to analyse user behaviour to establish visit patterns so that we can improve our website functionality for you and others who visit our website. These cookies also allow us to serve you with targeted advertising and measure the effectiveness of our site functionality and advertising.

- *How are cookies used for advertising purposes?*

Cookies and ad technology such as web beacons, pixels, and anonymous ad network tags help us serve relevant ads to you more effectively. They also help us collect aggregated audit data, research, and performance reporting for advertisers. Pixels enable us to understand and improve the delivery of ads to you and know when certain ads have been shown to you. Since your web browser may request advertisements and web beacons directly from ad network servers, these networks can view, edit, or set their own cookies, just as if you had requested a web page from their site. Although we do not use cookies to create a profile of your browsing behaviour on third-party sites, we do use aggregate data from third parties to show you relevant, interest-based advertising. We do not provide any personal information that we collect to advertisers. You can opt out of off-site and third-party-informed advertising by adjusting your cookie settings. Opting out will not remove advertising from the pages you visit, but, instead, opting out will result in the ads you see not being matched to your interests. This implies that the ad(s) you see will not be matched to your interests by those specific cookies.

- *How are third party cookies used?*

For some of the functions within our website we use third party suppliers, for example, when you visit a page with videos embedded from or links to YouTube. These videos or links (and any other content from third party suppliers) may contain third party cookies, and we encourage you to consult the privacy policies of these third party vendors on their websites for information regarding their use of cookies.

- *How do we reject and delete cookies?*

You can choose to reject or block all or specific types of cookies set by virtue of your visit to our website by clicking on the cookie preferences on our website. You can change your preferences for our website and/or the websites of any third party suppliers by changing your browser settings. Please note that most browsers automatically accept cookies. Therefore, if you do not wish for cookies to be used, you may need to actively delete or block the cookies. If you reject the use of

cookies, you will still be able to visit our website but some of the functions may not work correctly. By using our website without deleting or rejecting some or all cookies, you agree that we can place those cookies that you have not deleted or rejected on your device.

Last updated: **26/05/2025**