

Terms of Access to the Website

This website (referred to in these Terms of Access as the **Website**) is owned and operated by AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 (**AMS INTERIORS & STYLING PTY LTD ACN 628 559 820** or **us** or **our** or **we**) on the World Wide Web (**WWW**).

The material on the Website is copyright © AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 and/or other copyright AMS INTERIORS & STYLING PTY LTD ACN 628 559 820s.

Please take the time to read these Terms of Access together with our Privacy Policy.

The Website is available for you to access and/or contribute information to conditional upon your acceptance without alteration of the terms and conditions set out below and the aforementioned Privacy Policy. By continuing to access and/or provide information to the Website you are agreeing without alteration to the terms and conditions set out below and the Privacy Policy.

AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 reserves the right to revise these Terms of Access at any time by posting the updated version to this Website. We suggest you return to this page to review the most current Terms of Access because they are binding on you.

1. Use of material on the Website

1.1 Generally

(a) Except for the limited use set out in paragraph (b) you may not use the Website, or the material contained on it, for any purpose. This involves:

- (i) the reproduction of the material in any material form;
- (ii) the distribution of the material in any material form;
- (iii) re-transmission of the material by any medium of communication;
- (iv) uploading and/or reposting the material to any other site on the WWW;
- (v) Accessing data not intended for you or logging into a server or account which you are not authorised to Access;
- (vi) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation.;
- (vii) Attempting to interfere with service to any user, host or network;
- (viii) Attempting to reverse engineer or decompile any parts of the Website;
- (viii) "framing" the material on the Website with other material on any other WWW site.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Access.

(b) Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trade mark notices contained on the material.

terms of access

- (c) You may not modify or copy:
 - (i) the layout of the Website; or
 - (ii) any computer software and code contained in the Website.
- (d) The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Website is provided for personal use only and may not be:
 - (i) re-sold and/or re-distributed in any material form;
 - (ii) stored in any storage media; and/or
 - (iii) re-transmitted in any media,without the prior written consent of the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820.

2. Links to other Websites

- (a) The Website contains links to sites on the WWW owned and operated by third parties and which are not under the control of the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820.
- (b) In relation to the other sites on the WWW, which are linked to the Website, the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820:
 - (i) provides the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 of the linked site; and
 - (ii) is not responsible for the material contained on those linked sites.

3. Disclaimer 1

- (a) The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is making the Website available for others to publish information without assuming a duty of care to users. The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the WWW.
- (b) You use the Website at your sole risk. The consent and services are supplied on an 'as is' and 'as available' basis. To the full extent permitted by Law the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 disclaims any and all warranties, express or implied, regarding:
 - (i) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and
 - (ii) merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.
- (c) The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 will not be liable under any circumstances

terms of access

for any loss of profits or any damages of any kind recognised by Law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:

- (i) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; and
- (ii) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites.
- (d) In some instances, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is acting as an agent for third parties and/or advertising for those third parties. As a result, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is not responsible for the quality, safety or legality of the information posted, the truth or accuracy of any information, and AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 makes no representation about any jobs or resumes on the Website.
- (e) AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is not to be considered to be acting for you or owing you any duty of care with respect to your use of the Website and AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 shall not be responsible for any decisions, for whatever reason, made by any entity posting on the Website or content on this Website.
- (f) There are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretences. Further, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 cannot and does not confirm that each user of the Website is who they claim to be. You assume all risks associated with dealing with other users of the Website whom you come in contact through the Website.
- (g) In the event that you have a dispute with one or more users of the Website, you release AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 (and our agents and employees) from all claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

4. Disclaimer 2

- (a) The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 does not warrant guarantee or make any representation that:
 - (i) the Website, or the server that makes the site available on the WWW are free of software viruses;
 - (ii) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
 - (iii) errors and defects in the Website will be corrected.
- (b) The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is not liable to you for:
 - (i) errors or omissions in the Website, or linked sites on the WWW;
 - (ii) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
 - (iii) defamatory, offensive or illegal conduct of any user of the Website,

whether caused through negligence of the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820, its employees or independent contractors, or through any other cause.

terms of access

- (c) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.
- (d) Except to the extent required by law, in no event shall AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Website, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 is advised of the possibility of such damages.

5. Limitation of liability

5.1 Clauses 3, 4 and 12 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820's liability for any implied warranty or condition is limited, at the choice of the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820, to one or more of the following:

- (a) If the breach of an implied warranty or condition relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty or condition relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods; or
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

6. Use of information gathered

- (a) You consent to us collecting and using your information in accordance with our Privacy Policy located at: www.AliciaStephensStyling.com.

7. Termination of access

- (a) The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.
- (b) Upon termination, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 reserves the right, at its discretion, to pursue all of its legal remedies.

8. Alteration of Terms of Access

8.1 The AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 reserves the right to change these Terms of Access:

- (a) with or without further notice to you; and

terms of access

- (b) without giving you any explanation or justification for such change.

9. Uploading information

9.1. You represent and warrant in relation to any material and/or information you provide to the Website that:

- (a) you are authorised to provide the material and/or information;
- (b) the material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
- (c) You shall not content that contains restricted or password-only access pages, or hidden pages or images;
- (d) the material and/or information does not infringe any intellectual property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential information and copyright; and
- (e) the material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of Queensland including, but not limited to, the Competition and Consumer Act 2010 (Cth) and any other parliament competent to legislate in relation to the Website or any law in any country where the material and/or information is or will be available electronically to users of this Website.

10. Licence to use intellectual property

10.1. By uploading any material which is intellectual property including, but not limited to, copyrighted works, trade marks and service marks (**Intellectual Property**) on to the Website, you are granting AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 a perpetual, non-exclusive and payment-free licence throughout the world to:

- (a) reproduce, use and exploit the Intellectual Property, as part of the Website, to the full extent permitted by Intellectual Property law in any jurisdiction in which the Website is available to users; and
- (b) allow AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 to sub-licence others the same rights granted to AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 in (a) above.

11. Removal of information

- (a) In relation to any material and/or information included on the Website, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 may remove any material and/or information, including but not limited to links to other sites on the WWW, at any time without giving any explanation or justification for removing the material and/or information.

12. Limit of liability

12.1. Subject to any applicable Laws, the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 and its respective officers, employees and agents have no liability for any costs, losses or damages (including without limitation consequential loss or economic loss) of any kind, which you may incur, arising whether directly or indirectly. This applies:

- (a) in relation to or in connection with any material and/or information supplied in respect of advertising on this Website; and

terms of access

(b) as a consequence of removing any material and/or information from this Website.

12.2. Subject to any application laws, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820's maximum liability arising out of or in connection with the Website or you use of AMS INTERIORS & STYLING PTY LTD ACN 628 559 820's content, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise) will not exceed \$100.00.

13. Indemnity

You will at all times indemnify and keep indemnified AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 and its respective officers, employees and agents (**Those Indemnified**) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:

- (a) any breach of these Terms of Access by you; and
- (b) publication of or distribution of the material and/or information supplied by you.

14. Eligibility

- (a) You represent and warrant to us that:-
- (b) You have the legal capacity to enter into these Terms of Access; or
- (c) If you are under the age of 18 years old, you have obtained consent from your parent or guardian to access and use the Site on the same terms as these Terms of Access, and that you shall only use the Website under your parent or guardian's supervision.

15. Account

- (a) If this website has an account or Membership from time to time, then Membership or account registration with the Website (User Account) is conditional upon:
 - (i) You giving us accurate up to date registration information including a valid email address if requested; and
 - (ii) You completing, and giving to us, any information reasonably required by us. If you are under 18 year's of age, your User Account is conditional upon your Legal Guardian agreeing to these terms and agreeing to be bound jointly and severally with you.
- (b) We may refuse any request for membership or an account or request or terminate your account at our discretion without notice if your registration information is inaccurate, incomplete, if you have not entered into any subsequent terms as determined by AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 or if you use your account to annoy other users or disrupt or misuse our services.
- (c) You must keep your User Account log in details secure and must not disclose them to anyone else. You must notify us immediately if you suspect or become aware of unauthorised use of your User Account.
- (d) You shall be responsible for all uses of your User Account's registration and passwords, whether or not authorised by you.

terms of access

- (e) You understand you have no AMS INTERIORS & STYLING PTY LTD ACN 628 559 820ship rights in your User Account and information.
- (f) If you cancel your User Account or your User Account is terminated all your account information from your User Account, may be deleted from the AMS INTERIORS & STYLING PTY LTD ACN 628 559 820's databases.

16. Further Obligations on You:

You agree to not:-

- (a) Do anything to harm or detrimentally affect the reputation of the Website or AMS INTERIORS & STYLING PTY LTD ACN 628 559 820;
- (b) Delete or alter any material posted on the Website by any other person or entity;
- (c) Send unsolicited mail or email, make any unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any user of the Website;
- (d) Send "junk mail", "chain letters" or engage in "spamming";
- (e) Post or submit any content that displays or links to violent, illegal, pornographic, indecent or sexually explicit material of any kind;
- (f) Resell or assign your rights or obligations under these Terms of Access.

17. Misrepresentations:

- (a) If at any time during your use of the Website, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 has reasonable grounds to suspect that you made a material misrepresentation of fact to AMS INTERIORS & STYLING PTY LTD ACN 628 559 820, the misrepresentation will be treated as a breach of these Terms of Access;

18. Relevant jurisdiction

- (a) If any part of these Terms of Access is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Access and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These Terms of Access will be governed by and interpreted in accordance with the law of the Queensland, Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of Queensland, Australia to determine any dispute arising out of these Terms of Access.

19. General Provisions

- (a) AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 may assign its rights pursuant to these Terms of Access to any third party. Upon having that third party agree in your favour to be bound to these Terms of Access (as amended from time to time), then AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 will not have any further obligation to you.
- (b) No waiver of any term of these Terms of Access shall be deemed a further or continuing waiver of such term or any other term. In addition, AMS INTERIORS & STYLING PTY LTD ACN 628 559 820's failure to

terms of access

enforce any term of these Terms of Access shall not be deemed as a waiver of such term or otherwise affect AMS INTERIORS & STYLING PTY LTD ACN 628 559 820's ability to enforce such term at any point in the future.

- (c) Except as expressly provided in an additional agreement, , these Terms of Access constitute the entire agreement between You and AMS INTERIORS & STYLING PTY LTD ACN 628 559 820 with respect to the use of the Website No changes to these Terms of Access shall be made except by a revised posting on this Website.

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