

## WEBSITE TERMS OF USE

1. Welcome to our website owned and operated by TBA Textiles Pty Ltd (**TBA**).
2. By accessing, browsing or using TBA's website (**Site**), you agree to be bound by these terms, conditions and disclaimers as amended from time to time (**Terms of Use**). Please read these Terms of Use carefully before using the Site.
3. These Terms of Use are in addition to any other terms and conditions that apply to the sale of goods or provision of services by TBA. If you do not agree to be bound by these Terms of Use, then please immediately discontinue your use of the Site.
4. TBA may amend these Terms of Use from time to time without notice. Any amendment will be effective immediately upon being posted on the Site. Your continued use of the Site after any amendment becomes effective, will constitute your agreement to be bound by these Terms of Use, as amended.

### PRIVACY

5. TBA may collect, use, store, record and transmit your personal information entered on this Site. For further details, please refer to TBA's Privacy Policy available at <https://cdn.tbafirefly.com.au/docs/privacy-policy.pdf>.
6. Your continued use of the Site and the provision of your personal information constitute your approval for TBA to deal with your personal information in accordance with these Terms of Use.

### REGISTRATION

7. To access certain features of the Site, you may be prompted to register an account and to submit certain information in order to complete such registration ("**Registration Information**"). The Registration Information may include, but is not limited to, your name, address and contact details.
8. You must keep your Registration Information confidential. You are solely responsible for any loss or damage you or we may suffer as a result of your failure to do so.
9. Upon registration, you will create a login and password. Unless stated otherwise, each registration is for a single user only and not for multiple users. You are responsible for maintaining the confidentiality and security of your login and password details. You are responsible for any and all activities on the Site which occur under your login and password.
10. You are responsible for the content of all Registration Information entered on the Site. All Registration Information you enter must be accurate, complete and not misleading. You are responsible for maintaining and updating your Registration Information as required.
11. TBA may suspend, terminate or prevent your account and/or your access to any or all of the Site at its sole discretion. Where TBA suspends, terminates or prevents your registration, you must not attempt to re-register without TBA's prior written consent.
12. You may terminate your registration or delete your account at any time by following the process outlined in your *Account Settings* on the Site.
13. If you are under the age of 18, you must first obtain the consent of a parent or guardian to use or register an account on the Site. We reserve the right to seek any form of verifiable parental consent as we believe appropriate at any time.

### DISCLAIMER

14. The Site is provided by TBA in good faith on an "as is" basis without warranty of any kind. TBA does not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the information contained on the Site (collectively, the **Information**), or that it is suitable for your intended use.
15. You agree and acknowledge that you have not made known to TBA either expressly or by implication, any purpose for which you require the Site, and you have the sole responsibility of satisfying yourself it is suitable for your intended use.
16. The Information provided is of a general nature only and should not be used as the basis for making any decision, without consulting primary, more accurate, complete or timely sources of information and relating it to your personal and financial circumstances.
17. The Site may contain historical Information that is not current and is provided for reference purposes only.

18. The Information does not constitute professional advice.
19. TBA does not warrant or represent that the Information is free from human or mechanical error, technical inaccuracies or other typographical errors or defects. The use of the Site and the Information is at your own risk.
20. TBA reserves the right to vary or modify the Information contained on the Site, to change or discontinue any feature or part of the Site, to change the hours of availability and the equipment required to obtain access to the Site, without notice and without liability.
21. TBA makes no warranties, guarantees or representations that the material on the Site will not cause damage or that the material is free from any computer virus or other defects. It is your responsibility to complete a virus check and similar checks on any Information downloaded.
22. All warranties, representations and implied terms and any liability which may arise in relation to your access to the Site or the Information are expressly excluded to the extent permitted by law.
23. TBA reserves the right to suspend or terminate your access to the Site at its sole discretion for any reason.
24. TBA will use reasonable endeavours to ensure that the Site is available continuously. However, TBA does not guarantee that access to the Site will be continuous or uninterrupted.

#### **LIMITATION OF LIABILITY**

25. To the extent permitted by law, TBA, its directors, employees, contractors and representatives will in no way be liable to any party for any injury, loss or damage arising out of or related to the use of (or the inability to use) the Information, any opinions displayed on the Site, or any information made available in response to any enquiries or the selection of goods or services referring to it.
26. TBA will not be liable for any direct, indirect, incidental, special or consequential loss or damage, including loss of programs or data, loss of business, business interruption, or lost profits. If your use of the Site results in the need for servicing or replacing of any equipment, TBA will not be liable for those costs to the extent permitted by law.
27. Where liability cannot be excluded, to the extent permitted by law, any liability incurred by TBA is limited to the re-supply of the Information on the Site, or the reasonable costs of having the Information re-supplied.

#### **LINKS TO OTHER SITES**

28. You may from time to time be able, through hypertext or other computer links, to gain access to other websites operated either by TBA, its affiliates (**Linked Sites**) or other third parties (**Third Party Linked Sites**).
29. The Linked Sites may have different terms of use.
30. Unless otherwise specified, the Third Party Linked Sites are not under TBA's control. The Third Party Linked Sites may have different terms of use and may be subject to different laws. TBA is not responsible for the content of any Third Party Linked Sites, or any changes or updates to such sites. TBA provides these links for your convenience only. You link to any such Third Party Linked Sites at your own risk. TBA is not a party to any transaction between you and a Third Party Linked Site. Unless specified, TBA does not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Third Party Linked Sites.

#### **INTELLECTUAL PROPERTY**

31. The copyright on the Site is owned by TBA and/or its affiliates. All rights reserved.
32. You acknowledge and agree that all content, coding, graphics, images, animations and Information available on this Site is protected by copyright, trade mark or other intellectual property rights and laws.
33. No part of the Information displayed on the Site may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or manner without TBA's prior written consent. However, you may download and print these Terms of Use for your personal non-commercial use.
34. You expressly acknowledge that your use of the Site does not result in you gaining any right, title or interest to the Information or any other aspect of the Site.
35. Commercial use of the Site and the Information is expressly prohibited.
36. All trade marks and trade names which appear on this Site are proprietary to TBA and/or its affiliates. Use of these trade marks without the owner's consent will infringe the owner's intellectual property rights. Nothing in this Site should be interpreted as granting any rights to use or distribute any names, logos or trade marks except with the express written consent of the respective owner.

## **SPAM**

37. Any publication of TBA's email addresses on this Site is to facilitate communications relating to the goods and services supplied by TBA. It must not be inferred as consent by TBA to receive unsolicited commercial electronic messages.

## **MISCELLANEOUS**

38. By accessing and using this Site, you agree to submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia, and the courts entitled to hear appeals from those courts. If you access this Site from other jurisdictions, you are additionally responsible for compliance with local laws.
39. If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.
40. If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) are valid and enforceable.
41. A party may exercise its rights at any time and does not waive those even if that party previously waived a breach or default of all or part of the same or other provision or delayed or omitted to exercise its rights.
42. A waiver is only effective if it is signed by the party granting the waiver and only to the extent set out in the waiver.