

Website Terms

1. Introduction

These Website Terms (**Terms**) apply to this website operated by Delv Imports Pty Ltd ACN 674 082 761 ABN 34 674 082 761 trading as Oxygeni Hair Australia (**Website**). In these Terms the terms “**we**”, “**us**”, “**our**” refer to Delv Imports Pty Ltd ACN 674 082 761 ABN 34 674 082 761 and any of its related entities and its associates.

By using the Website in any way you agree to accept these Terms.

We reserve the right to amend these Terms at any time without notice and the amended Terms will be effective from the time when it is posted to the Website. Your continued use of this Website after the amendment to these Terms will be regarded as your acceptance of the amended Terms.

2. Copyright and submitted material

All materials and information on the Website including without limitation any logo, design, text, graphic and their arrangement (**Content**) are licensed to or owned by us. Unless we otherwise indicate, you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior consent. You may access and use the Content and this Website only for your own use. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

3. Trade marks

Trade marks which appear on the Website are owned by the relevant owners. You must not use any trade marks that appear on the Website without the written consent of the relevant trade mark owner.

4. External Links and Services

We may provide links on the Website to the websites operated by third parties. You acknowledge and agree that we do not control nor monitor these third-party websites. We do not make any representations about and cannot accept any liability for these websites operated by third parties. A link to a third party website on the Website does not imply that we in any way endorse the content of that third party website. Your access to third party websites may be governed by their own Terms.

Various external services may be made available to you through the Website under licence from external service providers. By using these external services you also agree to be bound by the terms and conditions of the providers of those external services (the terms of which can be found on the websites of the providers).

5. Privacy

The Privacy Policy applicable to this Website explains how personal data will be treated as you access and interact with the Website and can be accessed [here](#) [[link to Privacy Policy](#)].

6. User Specific Terms

6.1 Access, Use and the Services

If you are a User, you are permitted to access and use the Website in accordance with the Terms and in a manner notified by us from time to time for the purposes of accessing the Website.

6.2 Your content

If you provide or upload any content, data or information on the Website (**Your Content**), you grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use Your Content.

6.3 User conduct

- (a) You are responsible for your activity in connection with accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any other user of the Website.
- (b) In accessing the Website, you must not:
 - (1) disrupt or interfere with the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website;
 - (2) disrupt or interfere with any other user's enjoyment of the Website;
 - (3) use any robot, spider, other automatic device or manual process to monitor, copy or extract any part of the Website, or any of the Content, without our prior written permission;
 - (4) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website;
 - (5) reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;
 - (6) use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity;
 - (7) engage in any kind of illegal, criminal or tortious activity through the use of the Website, including infringement of any third party intellectual property rights;
 - (8) post or transmit to or via the Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication.
- (c) You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on the Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

7. Indemnity

- (a) You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website (including in respect of any information that you provide to us or post to the Website), your breach of these Terms, or your breach of any rights of third parties.
- (b) This indemnity includes, without limitation, any liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and contraventions of the *Competition and Consumer Act 2010* (Cth) (**CCA**).

8. Warranties and disclaimers

- (a) You warrant in favour of us that you have full authority and all necessary consents to enter into and perform its obligations under these Terms and these Terms will constitute binding obligations of it in accordance with their respective terms.
- (b) The Content and the Website are provided "as is" and "as available". Images and diagrams depicted on the Website are intended to be a visual aid only and do not necessarily accurately reflect the object described. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose and non-infringement. We do not warrant that the Website or the server that operates it is free from viruses or other corrupted materials or occasional outages or disruption to service which prevent you from accessing the Website or that use of the Website will be compatible with the hardware and software you are using to access it. We do not warrant or make any representations regarding the use or the results of the use of the Content or the Website in terms of their correctness, accuracy, reliability, or otherwise.
- (c) Your use of the Website including all Content or data distributed by, downloaded or accessed from or through the Website is solely at your own risk. Before taking or refraining from any action in reliance on the Content or this Website, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content including any information, predictions, opinions and statements contained in the Website.
- (d) We are not responsible for, and accept no liability with respect to, any content uploaded, posted, transmitted or otherwise made available on the Website by any person other than us. We will not be taken to have uploaded, posted, transmitted or otherwise made content available on the Website simply by allowing others to post, transmit or otherwise make such content available. We do not in any way endorse (expressly or implied) any opinion or statement made by any person other than us.

9. Limitation of liability

- (a) Subject to any responsibilities implied by law which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defense or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or the Website (or material accessed via the Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms, under any law are hereby excluded.
- (b) Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the CCA or any other legislation which may not be excluded, restricted or modified by agreement. To the extent that our liability for breach of any implied warranty or condition (including, under the CCA) cannot be excluded by law, our liability will be limited, at our option, to the re-supply of those goods or the refund of the cost of those goods.

10. Termination and suspension

We reserve our right, without notice and in our sole and absolute discretion, to discontinue, suspend or terminate the Website at any time. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, disclaimers, indemnities and limitations of liability.

11. Severability

If any parts of these Terms are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms and it will not effect the validity and enforceability of the remaining provisions.

12. Waiver

No waiver by us of our rights under these Terms shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

13. Applicable law

These Terms are governed by and construed in accordance with the laws of Victoria, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of Victoria, Australia.