

SUGARCRAFT ENTERPRISE PTY LTD
TERMS AND CONDITIONS

In these terms and conditions, "us", "we" or "our" means SUGARCRAFT ENTERPRISE PTY LTD, ABN 656 777 12 953. It is important to us that you understand these terms and conditions which relate to your use of www.sugarcraftenterprise.com and the App (the "Site &/or App"). If you have any questions, please contact us via the [Contact Us](#) page.

1) Agreement

- a) By accessing and using the Site &/or App, you agree to be bound by these terms and conditions, our [Privacy Policy \(https://www.sugarcraftenterprise.com/privacy-policy\)](https://www.sugarcraftenterprise.com/privacy-policy) and any other terms and conditions, notices and disclaimers displayed elsewhere on the site relating to your use of the Site &/or App ("Terms of Use").
- b) We may change the Terms of Use at any time. If we do, an amended version of the Terms of Use will be posted on the Site &/or App. You are responsible for ensuring that you regularly review the Terms of Use and your continued use of the Site &/or App after any changes are made to the Terms of Use will be deemed to constitute your acceptance of those changes. If you object to any changes to the Terms of Use, or otherwise become dissatisfied with your membership of the Site &/or App, your only remedy is to immediately discontinue your use of the Site and/or App and/or terminate your membership in accordance with the Terms of Use

2) Service and features

- a) We will charge you service fees based on percentage of your total cart and we reserve the right to change these fees from time to time without notification to you. We will charge you the item price as shown on the website which includes GST but not delivery. Delivery will be extra and the cost will be provided to you before you make your purchase.
- b) We will provide you with a quote for the products you request and this quote will include our service fees. The quote will remain valid for a period of 10 days from the date the quote is issued to you.
- c) All purchases and postage costs are to be paid for by you prior to the products being shipped.
- d) You are not required to insure any products as we will be responsible for any damage to them in transit.
- e) We will maintain relevant insurances for any professional advice-related work and ensure all services are of a professional standard and performed in accordance with the instructions you provide which must be clear, accurate and complete.
- f) To the extent permitted by the Australian Consumer Laws and any other relevant law, we do not warrant that the products or services will be fit for purpose or of a particular merchantable quality.
- g) We do not facilitate refunds for change of mind so please choose carefully.

- h) Further details and any additional terms and conditions relating to any future features and services (including pricing for any future chargeable services) will be made available on the Site &/or App. Any such additional terms and conditions form part of the Terms of Use.
- i) Should we choose in the future to implement a chargeable service or feature, we reserve the right to change the pricing for any chargeable service or feature on the Site &/or App at any time. If you are unhappy with a change of pricing, you are entitled to discontinue your use of the Site or terminate your membership in accordance with the Terms of Use.
- j) In the event of unusual activity, we reserve the right to temporarily or permanently suspend your account and contact you, or any other relevant third party to report such unusual activity.
- k) While we use reasonable endeavours to ensure that the Site &/or App are available 24 hours a day, we do not make any representations or warranties that your access will be uninterrupted or error free. Access to the Site &/or App may be suspended temporarily without notice in the case of system failure, maintenance or repair or any reason beyond our control.
- l) We reserve the right to change or discontinue any service or feature of the Site &/or App in whole or in part any time.
- m) Should you choose to transfer funds to an account nominated by us, please ensure that you call us to confirm the account details provided to you if you are transferring an amount over \$500 to as to minimize any incidents of hacking or fraud.
- n) You understand that we are not a supplier but are an intermediary buying agent for you. As such, you agree to hold us harmless and indemnify us against any costs, claims, liability, legal action and any issues caused (including any consequential loss) as a direct or indirect result of your purchasing products from third parties suggested to you through our service. Although we will provide you with reasonable customer assistance where a third party dispute arises, we are in no way liable for the actions and/or any loss caused by a third party, and by using our service, to the full extent permitted by the law, you agree that you will not join us in any claim or seek compensation from us at any point of time. We agree to facilitate returns for defective goods, however will not be liable for the value of the defective goods, as your contract of purchase will be directly with the third party supplier.

3) Returns

- a) We do not facilitate refunds for change of mind, change of your financial situation or circumstances, so please choose carefully.
- b) To the extent permitted by the Australian Consumer Laws and any other relevant law, we do not warrant that the products or services will be fit for purpose or of a particular merchantable quality.
- c) Where the item you have purchased is faulty or significantly different to the item pictured on the website, please contact us to discuss the situation so that we can reach a suitable outcome in compliance with the Australian Consumer Laws.
- d) Where you have chosen a product which is the wrong size, or a different size to what you ordered, provided the item is in merchantable condition complete with tags attached, and

wrapping intact, no marks or damage, we will use best endeavours to provide you with an exchange for the correct size. This excludes items such as swimwear, underwear and other items due to hygiene reasons. If you chose the wrong size, you will be responsible for postage to return the new item to you once we receive the returned item in merchantable condition. If you chose the correct size but we packaged the incorrect size, we will cover the cost of postage of the correct size to you once we receive the returned item in merchantable condition.

- e) In the event we sell perishable products with a short shelf life (of less than a month) now or in the future, subject to the consumer law, we do not offer an exchange unless the product was expired or within 2 days of expiry upon receipt by you and the limited shelf life was not advised to you upon purchase.

4) Subscriptions & Payment Plans

a) Where we offer you a subscription now or in the future, you must ensure you have the financial means to meet the payments due under the subscription.

b) You may terminate your subscription by cancelling the subscription in your profile at least 5 business days prior to the renewal of the subscription billing period.

c) Where we offer you a payment plan now or in the future, although the payments will be deducted monthly, you will be liable for full payment of the original purchase price plus any fees and interest agreed when entering into the payment plan.

d) For both subscriptions and payment plans, we reserve the right to charge dishonour fees and administration costs incurred where your payment cannot be processed, and interest at the default rate for commercial contracts as notified by the relevant State Law Society on overdue payments where you have a payment plan.

5) Use of the Site &/or App and prohibited activities

- a) You agree not to use the Site &/or App (or contact any other member of our Site &/or App) to:
 - i) defame, abuse, harass, stalk, threaten or otherwise offend others;
 - ii) engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming;
 - iii) impersonate or create a profile for any person or entity;
 - iv) promote, or provide information about, illegal activities or conduct;
 - v) promote racism, bigotry, hatred, harassment or any kind of harm against any group or individual;
 - vi) exploit any person under the age of 18, or to solicit information from anyone under 18; or
 - vii) solicit money, passwords or personal information from any person.
- b) You also agree not to

- i) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Site &/or App;
 - ii) "frame" or "mirror" any part of the Site &/or App without our prior written authorization;
 - iii) use code or other devices containing any reference to the Site &/or App to direct other persons to any other web page;
 - iv) except and only to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site &/or App or cause any other person to do so.
- c) The Site &/or App are for the personal use of individual members only. Businesses, groups, organizations and companies are prohibited from registering as members. The Site &/or App must not be used for commercial endeavours, including advertising, selling or hiring products or services, collecting names and/or email addresses or sending unsolicited emails. Unauthorised framing / linking to the Site &/or App is prohibited.
- d) We have no obligation to monitor any member's use of our Site &/or App, however, we reserve the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or governmental request.

6) Online Payment

- a) We may provide a third-party payment facility service provider for you to pay for any services from us and you agree to operate in accordance with the terms of that payment gateway or facility.
- b) We will not store any of your financial data such as passwords or credit card numbers on our website or in our systems – if you provide such details to the third party payment facility service provider, they will be wholly responsible for appropriate storage of your data and you hold us harmless for any loss or damage you may suffer as a direct result of your use of that gateway or facility.
- c) We will use best endeavours to provide a third-party payment facility that is reasonably priced, secure and easy to use however we cannot warrant their services and we reserve the right to change the third-party payment facility service provider at any time with no notice to you.
- d) If you have an issue with the third-party payment facility, please make contact with us and we will assist where possible to have it resolved.

7) Intellectual property

- a) We own and retain all proprietary rights in and relating to the Site &/or App. Proprietary rights in and relating to the Site &/or App must not be used in any way without our prior written consent.
- b) You warrant that any Content that you post or transmit on the Site &/or App, or otherwise transmit to any other member of our Site &/or App by any other means, will not infringe the intellectual property rights of any third party.

- c) Subject to our obligations under Privacy Policy you grant us the right to use, reproduce, publish, store, modify or transmit, in any form or by any means, in whole or part, your Content for any purpose. You warrant that you have the right to grant us such rights.
- d) No person may use, reproduce, publish, store, modify or transmit, in any form or by any means, in whole or part, any Content posted or transmitted on our Site &/or App, or otherwise transmitted to any member of our Site &/or App, other than their own Content, without the express written permission of the relevant owner.
- e) If you believe that any Content has been posted or transmitted on the Site &/or App, or otherwise transmitted to any member of our Site &/or App by any other means, in violation of your rights, please send us an email via the Contact Us page.

8) External activities

- a) From time to time, we may promote, advertise, or sponsor functions, events, offers, products, services, competitions or other activities that may be conducted offline and may be conducted by third parties (External Activities).
- b) External Activities may be subject to separate terms and conditions.
- c) You acknowledge that you participate in any External Activities entirely at your own risk.
- d) In relation to External Activities conducted by any third party (even if such third party has been contracted by us or we are associated with such activity), we do not accept any liability for any loss, damage, cost or expense that you suffer or incur as a result of or in connection with your participation in such External Activities.
- e) In relation to External Activities conducted by us, to the maximum extent permitted by law, we exclude all implied representations and warranties which, but for the Terms of Use, might apply in relation to your participation in relation to such External Activities. To the extent that our liability cannot be excluded by law, our maximum liability to you will be limited to the amount paid by you (if any) for your participation in the event.

9) Third party websites and advertising

- a) From time to time, the Site &/or App may feature or display hyperlinks and pointers to websites operated by third parties. Such websites do not form part of the Site &/or App and are not under our control. We do not accept any responsibility for the contents of any such hyperlink or linked website. If you link to any third party websites you leave the Site &/or App entirely at your own risk.
- b) From time to time, the Site &/or App may also feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

10) Limitation of liability and indemnity

- a) You acknowledge that you use the Site &/or App at your own risk.

- b) You acknowledge that we are not responsible for, and accept no liability in relation to, your use of and conduct in connection with the Site &/or App, or any other members' or third party suppliers' use of or conduct in connection with the Site &/or App, in any circumstance.
- c) You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site &/or App, including any breach by you of the Terms of Use.
- d) To the maximum extent permitted by law, we exclude all implied representations and warranties which, but for the Terms of Use, might apply in relation to your use of the Site &/or App. In particular, we do not make any representations or warranties that the Site &/or App will be uninterrupted or error free. Nor do we make any representation or warranty about the likelihood of any outcomes of your use of the Site &/or App.
- e) To the extent that our liability cannot be excluded by law, our maximum liability to you will be limited to the total amount paid by you (if any) for any chargeable service or feature on the Site &/or App purchased by you during the term of your membership.
- f) In no circumstances will we be liable for any indirect, punitive or consequential loss or damages; loss of income, profits, goodwill, data, contracts, use of money; or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

11) General

- a) No partnership, joint venture, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Site &/or App.
- b) The Terms of Use represent the entire agreement between you and us regarding your use of the Site &/or App.
- c) If any provision of the Terms of Use is held to be invalid, the remainder of the Terms of Use shall continue in full force and effect.
- d) You agree that the Terms of Use will be governed by the laws of Queensland.

12) Membership

- a) You may become a member of the Site &/or App upon paying the membership fee.
- b) You must be at least 18 years old to become a member of the Site &/or App. You must not attempt to register if you are under 18 years old.
- c) As a member, you will also have the ability to access features and services available on the Site &/or App (such as Subscription service to online sugarcraft classes or any chargeable service or feature that becomes available from time to time).
- d) You may purchase from the website direct at any time without signing up for a membership or the mailing list.
- e) When registering as a member of the Site &/or App, you must provide us with accurate,

complete and up-to-date information as requested. It is your responsibility to inform us of any changes to that information. You may do this at any time by accessing your Account page on the relevant Site &/or App.

f) As a member of the Site &/or App, you are permitted to create one profile for yourself on that Site &/or App. You must not create multiple member profiles on the one Site &/or App.

g) All personal information you provide to us will be treated in accordance with our Privacy Policy ([LINK THIS TO THE PRIVACY POLICY AS A HYPERLINK](#)).

h) You are responsible for maintaining the confidentiality and security of your login and password and wholly responsible for all activities that occur under your login and password. You agree to immediately notify us of any unauthorised use of your login or password. You must ensure that you exit from your account at the end of each session.

i) We may at any time request a form of identification to verify your identity and/or your compliance with the Terms of Use.

13) Member Interaction

a) Unfortunately, it is possible that other members of the Site &/or App may use the Site &/or App in violation of the Terms of Use. For example, it is possible that another member may post or transmit on the Site &/or App Content that is obscene or offensive, or use the Site &/or App to harass you.

b) We urge you to be cautious when interacting with other members of the Site &/or App. You should carefully select the Content that you post or transmit on the Site &/or App, or otherwise transmit to any other member by any other means. You must not include any telephone numbers, street addresses, last names, URLs or email addresses in your member profile. Any Content that you transmit or post on the Site &/or App, or otherwise transmit to any other member of the Site &/or App by any other means, will be considered non-confidential.

c) If you are experiencing problems with any other member of the Site &/or App and would like to make a complaint, please send us an email via the Contact Us page.

d) We may record and store any information relating to any complaint made against you.

e) We reserve the right, but have no obligation, to monitor disputes between members of the Site &/or App.

f) You agree to hold us harmless in connection with any dispute or claim that you make against any other member of the Site &/or App.

14) User Posting Content

a) Users are not allowed to post any content.

15) Termination and suspension

a) You may terminate your membership of the Site &/or App for any reason only by providing written notice to us. You can provide notice of termination by:

i) selecting 'cancel account' within your Account settings and following the instructions;

ii) mailing it to our postal address listed on the About Us page; or

iii) emailing us via the Contact Us page.

b) We reserve the right to, without limitation, do any or all of the following in relation to your membership:

i) suspend your membership;

ii) permanently or temporarily hide all or part of your member profile;

iii) modify your member profile;

iv) terminate your membership for any reason by providing notice to you by email;

v) terminate your membership immediately without notice to you if you have committed a breach of the Terms of Use;

vi) deactivate your membership if you have not used the Site &/or App for a period of 12 months or more (from the date of last use); and/or

vii) permanently or temporarily block your access to all or part of the Site &/or App.

16) Contact Us

If you have a question regarding this Privacy Policy, would like to amend your Personal Information stored securely by us or you would like to make a complaint, please contact the Privacy Manager at:

Email: info@sugarcraftenterprise.com

Phone: 0480571886

Address: 276 Westlake Drive

Contact: Natalie Baker