

DAK & CO

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- 1.1. Welcome to www.dakandco.com.au (the '**Website**'). The Website provides you with an opportunity to browse and purchase various E Products and Services that have been listed for sale through the Website (the '**Products**'). The Website provides this service by way of granting you access to the content on the Website (the '**Purchase Services**').
- 1.2. The Website is operated by Jemma Mrdak t/as Dak & Co (abn 23 324 546 106). Access to and use of the Website, or any of its associated Products or Services, is provided by Dak & Co. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Dak & Co reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Dak & Co updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Dak & Co in the user interface.

3. Purchase of Products

- 3.1. In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the '**Purchase Price**').
- 3.2. Payment of the Purchase Price may be made through direct deposit, credit card, PayPal or Stripe. (the '**Payment Gateway Providers**')
- 3.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 3.4. Following payment of the Purchase Price being confirmed by Dak & Co, you will be issued with a receipt to confirm that the payment has been received and Dak & Co may record your purchase details for future use.

4. Refunds and Returns

For E Products

2. Dak & Co may, at its discretion, provide a refund on the return of the E Product within 7 days where the Product does not meet your requirements. In order to request a refund, please e-mail hello@dakandco.com outlining the reasons behind your request.

For Event/Workshop Tickets

3. If an event, workshop or other scheduled appointment is cancelled or rescheduled by Dak & Co before the scheduled start date and time, for any reason whatsoever, refunds or partial refunds may be issued. Dak & Co will communicate with ticket holders directly.
4. Dak & Co will not be liable for any loss or damage arising from any cancellation, rescheduling or alteration of an event.
5. With the exception of 4.3 above, ticket purchase fees are not refundable in any other circumstances.
6. Tickets to events (online and in person) may be transferred to another individual. To do this you must advise Dak & Co of the transfer in writing by email to hello@dakandco.com.

5. Copyright and Intellectual Property

- 5.1. The Website, the Purchase Services and all of the related products of Dak & Co are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the '**Content**') are owned or controlled for these purposes, and are reserved by Dak & Co or its contributors.
- 5.2. Dak & Co retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Dak & Co; or
 - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 5.3. You may not, without the prior written permission of Dak & Co and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

6. Privacy

Dak & Co takes your privacy seriously and any information provided through your use of the Application and/or the Purchase Services are subject to Dak & Co' Privacy Policy.

7. General Disclaimer

- 7.1. You acknowledge that Dak & Co does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- 7.2. Production descriptions posted on Dak & Co's product pages are used as an indication of the Suppliers' services rather than an actual representation. Dak & Co accepts no responsibility for inaccurate information supplied to it.
 - (a) The website may contain technical inaccuracies or typographical errors or omissions. Dak & Co is not responsible for typographical, pricing, product information or advertising.
 - (b) Advertised prices and available quantities are subject to change without notice. Dak & Co reserves the right to make changes, corrections and/or improvements to the website, and to the products and programs described in such information, at any time without notice.
- 7.3. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 7.4. Subject to this clause, and to the extent permitted by law:
 - (d) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (e) Dak & Co will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 7.5. Use of the Website, the Purchase Services, and any of the products of Dak & Co is at your own risk. Everything on the Website, the Purchase Services, and the Products of Dak & Co, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Dak & Co make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Dak & Co) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (f) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (g) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (h) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- (i) the Content or operation in respect to links which are provided for the User's convenience;
- (j) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (k) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

8. Limitation of Liability

- 8.1. Dak & Co' total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Dak & Co is the resupply of information or Purchase Services to you.
- 8.2. You expressly understand and agree that Dak & Co, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 8.3. Dak & Co is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Dak & Co, by third parties or by any of the Purchase Services offered by Dak & Co.

9. Indemnity

- 9.1. You agree to indemnify Dak & Co, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (l) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
 - (m) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
 - (n) any breach of the Terms.

10. Venue and Jurisdiction

The Purchase Services offered by Dak & Co is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of the Australian Capital Territory, Australia.

11. Governing Law

The Terms are governed by the laws of the Australian Capital Territory Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Australian Capital Territory, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

12. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

13. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.