

These terms and conditions apply to the use of Csquared Design Services, including the purchase of goods or services with C Squared Design. In using this website for these or any other purposes, you agree and acknowledge to be bound by these terms and conditions, including the privacy policy and/or any guidelines posted on the website. If you do not accept these terms and conditions, you must refrain from using the website and the purchase of goods and services from C Squared Design. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website, which may change from time to time without prior notice to you.

Terminology

In these terms and conditions, the expressions “we” , “us” and “our” are a reference to C Squared Design Pty Ltd (ACN 113 226 207), the owner of the website.

In these terms and conditions the expressions “you, yourself” is reference to the end user. Website means www.csquared.com.au

Amendments to terms and conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website and purchase of goods and services, following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

Agreed User

In order to be able to place an order on this website, you must become an agreed user. To become an agreed user, you must complete your registration details in the manner described on the website.

We reserve the right to terminate your access at any time if you breach these terms and conditions.

You agree to ensure that your registration details are true and accurate at all times. Specifically, you must notify us of any change to the registration details as originally supplied.

Ordering procedure

You may offer to purchase goods or services described on this website for the price specified on this website.

Your order must contain your name, email address, credit card details and any other ordering information specified on this website.

Within seven days of receipt of your order, we will at our discretion accept or reject your offer to purchase.

You may not cancel an order once it has been submitted, even if our acceptance or rejection of your offer is still pending.

We are not required to give reasons for rejecting your offer to purchase.

If we reject your offer to purchase the goods for any reason, neither of us will be under any further liability to the other arising out of your original offer or our non-acceptance of that offer.

If we have not responded to you within seven days, your offer will be deemed to be rejected.

Payment must be effected in the manner described on the website. Prices are inclusive of goods and services tax.

The goods or services are offered for sale only to persons who can make legally binding contracts.

Cancellation due to error

You acknowledge that despite our reasonable precautions, products or services may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and we have received your payment.

We reserve this right up until the time you redeem the goods or services you purchase. If a cancellation of this nature occurs after you have been charged for the purchase, within seven days from the date of purchase, we will issue a credit to the credit card given for the purchase of the goods or service. Should you wish for the credit to be applied to another credit card not used for the original purchase, you must confirm these details in writing to us. We accept no responsibility for rejection of the credit to any credit card given by you.

Your Conduct

Should interaction by you be permitted or allowed on our website, you agree to abide by the following terms and condition in relation to such interaction:

- we reserve the sole discretion to amend, adapt and remove any content from our website without notice at any time;
- we do not warrant that we will respond to questions or comments submitted by you;
- any content that you post or transmit to our website is and will be treated by us as non-confidential and non-proprietary and we may use such content without restriction;
- when you post or transmit any content to our website, you assign copyright which subsists in such content to us;
- you must not disrupt the flow of dialogue or otherwise act in a manner which negatively affects other users;
- you must not impersonate any other person;
- any content that you provide may be posted on the website or social network sites for any other end users of the website to read;
- if you download any content from the interactive part of our website, you may not adapt, reproduce, store, distribute, transmit, print, display, publish, create derivative works from or commercialise any information, products or services from such downloaded content.

You agree that you will not post or transmit on or to our website any content that:

- is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;
- incites or encourages conduct that is unlawful;
- contains information that is false or misleading;
- contains unsolicited advertising or promotional materials
- contains material in which the copyright is owned by another person or entity, is not your original work or is sourced from any third party;

- contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware

You acknowledge that we have the right to monitor the contents of the entire Website, including but not limited to chat rooms, emails, forums, posting and advertisements. You acknowledge that while we have the right to monitor the entire Website, we do not have an obligation to monitor the website. We advise that monitoring of the website is to ensure compliance with the terms and conditions, privacy policies and guidelines contained within the website. Monitoring of the Website will also occur to ensure compliance with all applicable laws and regulations.

We reserve the right to remove any content posted on the website.

Disclaimer and Limitation of Liability

In this clause, the expression “we, us, our” includes reference to our employees, agents, affiliates and related third parties.

We are unable to guarantee that the use of the website will be uninterrupted or error free and you agree that use of the website is at your sole risk.

We do not accept responsibility for any loss, damage, injury, expense or cost, however caused or incurred (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website.

We accept no responsibility for any equipment you use to access the website or any loss, damage, injury, expense or cost suffered to that equipment.

We are not liable for any loss resulting from any action taken or reliance made by you on any content posted by us. You should make your own inquiries and seek independent advice from relevant industry professionals before acting or relying on any content which appears on our website.

We do not accept any liability for the accuracy or content of any material posted or transmitted by other users to our website. We are not liable for any loss resulting from any action taken or reliance made by you on any content posted by another user.

We do not accept any responsibility or liability for any content which you post or transmit to our website, nor do we accept any responsibility for any use or misuse which you or any other users or guests make of content which you post or transmit to our website.

If you download any content from our website, you acknowledge that we are not liable to you for any loss, damage, injury, expense or cost, however caused or incurred, arising from the downloading or subsequent use of the downloaded content.

You agree that we will be under no liability to you in respect of any loss, damage, injury, expense or cost (including indirect, special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to the service offered over this website. You acknowledge that all responsibility and any liability for loss or damage suffered from use the goods/services sold over the website, through the vouchers, rests solely with the advertisers. You acknowledge that we do not provide the good/services advertised on the website.

We offer no warranties or undertaking in relation to goods and/or services sold or listed on the website. This includes any warranty or undertaking as to the quality, fitness, suitability, appearance, defect, safety, reliability and durability of the product and/or service. You accept that you consume such goods and/service at your own risk. We accept no liability for any loss, damage, injury, expense or costs, however caused or incurred, that you suffer as a result of you acquiring such goods and/or services through our website.

You agree that we will be under no liability to you in respect of any loss, damage, injury, expense or cost (including indirect, special or consequential loss or damage) which may be suffered or incurred by you as a result of unredeemed vouchers.

To the extent permitted by law, any condition, warranty or statutory guarantee which would otherwise be implied or imposed into these terms and conditions is hereby excluded. Where legislation implies or imposes any condition, warranty or guarantee, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition, warranty or guarantee, that condition, warranty or guarantee will be deemed included but our liability will be limited for a breach of that condition, warranty or guarantee to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

Exception to disclaimer

This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Specific warnings

In this clause, the expression “we, us, our” includes reference to our employees, agents, affiliates, subcontractors and related third parties.

You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

Whilst we have no reason to believe that any information contained on this website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this website updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this website.

Responsibility for the content of advertisements appearing on this website (including hyperlinks to advertisers’ own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers’ products and each advertiser is solely responsible for any representations made in connection with its advertisement.

Details contained on this website relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on this website concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from this website.

You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

Copyright

Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 Cth and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- commercialise any information, products or services obtained from any part of this website;

without our written permission.

An abuse of this provision may result in copyright infringement and we reserve our right to instigate civil and/or criminal proceedings which may attract penalties.

Trade marks

Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trade mark.

If you use any of our trade marks, whether registered or not, in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- in or as the whole or part of your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services (including this website).

We provide no license or assignment of any Trademark and the ownership of the Trademark resets with us, or if licensed to us, to the owner of that Trademark.

An abuse of this provision may result in trademark infringement and we reserve our right to instigate civil and/or criminal proceedings which may attract penalties.

License

By submitting, posting or by otherwise placing any material onto the website you grant to us in respect of all material a royalty free, perpetual, irrevocable, non-exclusive right and license to use, produce, modify, adapt and/or publish such material.

By submitting, posting or by otherwise placing any material onto the website, you warrant that you are the owner of such material and where you are not the owner, you warrant that the owner has provided to us

royalty free, perpetual, irrevocable, non-exclusive right and license to use, produce, modify, adapt and/or publish such material

Restricted use

Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

The right to use this website is personal to you and can not be transferred to any other person.

We maintain the ownership of all copyright/trademark material downloaded from our website.

Linked websites

This website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked websites.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

Privacy policy

We undertake to comply with the terms of our privacy policy which is annexed to these terms and conditions.

How we handle e-mails

We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so. Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

Security of information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Termination of access

Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Contract Performance

Each party shall continue to abide by these terms and conditions notwithstanding the existence of a dispute or any proceedings under this clause.

Terms of Sale

By agreeing to purchase the products and/or services from our website, you agree and acknowledge to be bound by the terms and conditions of the websites, the privacy policy and the guidelines contained on the website.

You are required to pay for the purchase of the products by the methods detailed on the website.

Governing law

These terms and conditions are governed by the laws in force in the State of Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

General

We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.

We accept no liability or responsibility for any person accessing your account as a result of you failing to protect the confidentiality of your password.

If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

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