

This document sets out the terms which you may use our Website. Please carefully read all terms and conditions before using our Website.

1. Acceptance of Website Terms and Conditions

- 1.1 You agree to these Terms and Conditions in full by using our Website or placing an Order.
- 1.2 You must not use our Website, or place an Order, if you do not accept these Terms and Conditions.
- 1.3 Each Order you place will be a separate binding agreement between you and us with respect to the supply of goods specified in such Order, incorporating the terms of these Terms and Conditions.

2. Acceptable Use

- 2.1 We grant you a non-exclusive, non-transferable, revocable, limited licence to:
 - (a) view and use information accessible from the Website; and
 - (b) purchase goods from the Website.
- 2.2 You must not:
 - (a) cause damage or interfere with accessibility to the Website;
 - (b) use it in connection with illegal, fraudulent or harmful purposes or activities;
 - (c) store, transmit or distribute Malicious Computer Program; or
 - (d) conduct any systematic or automated data collection activities.

3. Website Intellectual Property Rights

- 3.1 We own or are licensed to use all intellectual property in the Website.
- 3.2 You may only view and download Content on the Website for caching purposes and print a single copy of Content for personal use.
- 3.3 You must not:
 - (a) republish any Content from this Website;
 - (b) present any Content in public;
 - (c) reproduce or exploit any Content on this website for commercial purpose;

- (d) edit or otherwise modify any Content on the website; or
- (e) redistribute any Content from this website unless we expressly permitted redistribution.

4. Website Registration

- 4.1 You may be required to register as a user or member to access certain Content or goods available on our Website.
- 4.2 You must:
 - (a) provide true and accurate information about yourself;
 - (b) not create accounts with false information;
 - (c) not transfer your account to someone else or allow someone else to share your account;
 - (d) at your sole responsibility keep your username and password safe; and
 - (e) agree to be bound by such other terms and conditions as we may specify for registration of membership.
- 4.3 We may suspend or terminate your membership if at our discretion:
 - (a) you breach any of these Terms and Conditions; or
 - (b) you breach the Terms and Conditions for publishing or posting inappropriate comments or content on our website.

5. Third Party Websites and Materials

- 5.1 In this clause:
 - (a) **Third Party Material** means material from a Third Party Website which are linked or framed to and from a Third Party Website.
 - (b) **Third Party Website** means a website operated by a third party.
- 5.2 We do not verify, endorse or approve Third Party Material.
- 5.3 We provide no warranty or representation about Third Party Material:
 - (a) regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products available from Third Party Website; or
 - (b) as to whether they infringe any intellectual property rights.

- 5.4 We are not responsible for:
- (a) any offers, statements or representations that are made on behalf of a Third Party Website; or
 - (b) Malicious Computer Program from Third Party Websites.
- 5.5 We may receive payments from a Third Party Website in relation to goods supplied by them as a result of you linking to the Third Party Website from our Website.
- (c) payment has been charged to your credit card.
- 8.5 We will:
- (a) if your Order is accepted:
 - (i) notify you by email that it is accepted; and
 - (ii) dispatch the Goods; or
 - (b) if your Order is rejected:
 - (i) notify you by email that it is rejected; and
 - (ii) refund the Purchase Price to the credit card that you paid with.

6. No Warranty as to Website

- 6.1 The Website is provided 'as is' and we do not provide any express or implied representation or warranty and disclaim all responsibility as to:
- (a) the availability of the Website and its associated services at the time you wish to use it;
 - (b) merchantability, fitness for a particular purpose and non-infringement;
 - (c) accuracy or validity of information and Content on the Website; and
 - (d) whether Content is free from Malicious Computer Programs.
- 6.2 No Content on the Website constitutes advice of any kind and you should consult with an appropriate professional for professional advice.

7. Privacy Policy

- 7.1 We securely store and handle your private information. Please visit see our Privacy Policy on our Website.

8. Order Placement

- 8.1 You may place an Order to buy goods from us by submitting the Order form on our Website.
- 8.2 When you place an Order you make an offer to buy the goods specified in such Order, and we may accept or reject an Order at our discretion.
- 8.3 You warrant the information provided is correct, accurate and timely when you submit an Order for goods.
- 8.4 Your Order is not accepted merely because:
- (a) you received a notice that we acknowledged your Order;
 - (b) you received a request to confirm your identity or other details; or

9. Payment

- 9.1 Prices may change from time to time and the price for the goods that we provide will be listed on our Website.
- 9.2 All prices, unless otherwise stated on our Website, are quoted as being exclusive of GST.
- 9.3 You must pay us the Purchase Price upon the placement of your Order, or as otherwise permitted by us.
- 9.4 If we accept payment by credit card for a particular Order, and you pay by credit card, you warrant that your credit card details are true and correct and that you are authorised to charge the relevant credit card.
- 9.5 All prices are in Australian Dollar (\$AUD) unless otherwise indicated.
- 9.6 You agree to indemnify us from and against any loss or damage we suffer in connection with a breach of warranty in sub-clause 9.4.

10. Security

- 10.1 All credit card transactions are implemented under industry standard Secure Sockets Layer (SSL) protocol with 128-bit encryption.
- 10.2 For credit card transactions we use a third party processor and/or payment gateway that we may change from time to time so that:
- (a) payments are processed in real time; and
 - (b) we do not have access to your credit card numbers.
- 10.3 We use database management systems to store any personal information we collect and it contains security features, such as encryption, firewall and

anti-virus, to ensure the protection and integrity of our data.

11. Variation or Cancellation of Orders

11.1 You may request to vary or cancel your Order and we may accept or reject your request at our absolute discretion.

11.2 We cannot vary or cancel any Order where the goods have already been dispatched.

11.3 We cannot consolidate your consecutive or separate Orders into one and delivery fees (as applicable) will apply to each Order.

11.4 If we accept your variation request:

- (a) you will pay costs we incur in varying your request including administrative costs;
- (b) we are not responsible for any delay in supplying the goods caused by your variation request; and
- (c) we may cease manufacture and/or supply of the goods at our absolute discretion, until any variation request is resolved.

11.5 If we accept your cancellation request:

- (a) you will pay any costs we incur in cancelling your request including administrative costs;
- (b) we will refund amount equivalent to Purchase Price less the costs incurred in paragraph (a).

12. Accuracy of Description

12.1 You acknowledge and agree that:

- (a) all pictures and images of goods displayed on our Website are for illustration purposes only, and the sizes and dimensions of the goods may differ from the pictures in real life; and
- (b) you have read all descriptions about the goods prior to submitting your Order.

12.2 You also acknowledge and agree that there may be technical or administrative errors in information including but not limited to the description, pricing and availability of goods.

12.3 We may correct any errors on our Website and if you placed an Order for goods that had errors, we may at our discretion:

- (a) inform you of the errors for you to re-submit your Order; or

- (b) reject your Order and refund the full amount of payment you made.

13. Shipping and Delivery

13.1 We will use reasonable endeavours to ensure the goods are dispatched to you on or around the Expected Delivery Date.

13.2 We do not guarantee that goods will be delivered to you by the Expected Delivery Date.

13.3 We are not liable for any failure to deliver or delay in delivery beyond our reasonable control.

13.4 To the full extent permitted by law, you release us and our employees, agents and subcontractors from any Liability arising from delivery of the goods after the Expected Delivery Date.

14. Refund and Exchange

14.1 We only provide a refund:

- (a) for breach of express warranties we provided in regards to the goods; and
- (b) when there is a violation of any other warranties or rights you have under any legislation.

14.2 To request a refund you must:

- (a) show your receipt or proof of purchase;
- (b) return the goods in the same condition as they were purchased at your expense; and
- (c) provide us with information regarding the reason for return.

14.3 All refunds for credit cards are made only to the credit card that was used in the Order.

14.4 To the fullest extent permitted under the law, we do not accept or provide refunds for an Order except in accordance with this clause.

14.5 We will not provide a refund for any goods or material supplied to you electronically that is capable of being copied or reproduced.

14.6 If you request a refund in relation to goods, you represent and warrant that you have not, under any circumstances, copied or reproduced any such goods, or any part thereof, in any format whatsoever.

15. Damaged Goods

No Damage Assumed

15.1 To the full extent permitted by law, goods are deemed to have been delivered to you and received by you, free from any damage.

Notification of Damage

15.2 When you receive goods, you must immediately inspect the goods and notify us within 5 days, by email, of any damage to the goods (including photos of any alleged damage).

Damage Caused by Us

15.3 We will replace the goods and send replacement goods to you at our expense, if any damage was caused by us.

Damage Caused by You

15.4 You are responsible for any damage to the goods caused by you (including by any act or omission) for any reason, including:

- (a) using the goods contrary to our instructions or directions;
- (b) modifying the goods; or
- (c) using the goods for an unintended purpose.

16. Intellectual Property

16.1 To the extent permitted by law, we retain all Intellectual Property and Intellectual Property Rights, including any copyright, in the Content any goods we provide to you.

16.2 You may only use the goods provided by us for personal use, and for the purpose and in the manner such goods are intended or as directed by us.

16.3 You must not, unless we permit or direct otherwise:

- (a) republish, reproduce or copy any of the goods provided to you;
- (b) present the content of any goods in public;
- (c) reproduce or exploit any goods for commercial purpose;
- (d) edit or otherwise modify any content in such goods on our Website; or
- (e) redistribute any goods unless we expressly permitted redistribution.

17. Warranties and Guarantees

17.1 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) not otherwise specified in these terms.

Implied Terms

17.2 These Terms and Conditions include, by implication, only those warranties, conditions and terms that:

- (a) law or legislation implies into these Terms and Conditions; and
- (b) law or legislation prohibits the parties from modifying, excluding or contracting away.

18. Limitation of Liability

18.1 In this clause, a **Covered Party** means:

- (a) us, our affiliates, and any officer, director, employee, sub-contractor, agent or successor; and
- (b) each third party supplier of Content, their affiliates, and any officer, director, employee, subcontractor, agent or successor.

18.2 To the maximum extent permitted by law, a Covered Party is not liable for liability arising out of or related to:

- (a) Content provided to you for free-of-charge;
- (b) inaccuracy, errors or omissions with Content;
- (c) unavailability or interruption of usage of the website and its services;
- (d) any delay or failure in performance beyond the reasonable control of a Covered Party; and
- (e) loss of data.

18.3 To the fullest extent permitted under the law, a Covered Party is not responsible for any indirect, special or consequential liability to a user (including legal fees) arising out of or from Content or use of the Website.

18.4 Exclusion of liability in clause 18.2 applies even if you expressly advise a Covered Party of the potential loss.

18.5 To the extent we cannot exclude liability and to the fullest extent permitted under the law, a Covered Party's aggregate liability for negligence, breach of contract or under any legislation is limited, at our discretion, to:

- (a) in case of goods, any one or more of the following:
 - (i) replacement of the goods or supply of equivalent goods;
 - (ii) repair of the goods;

- (iii) payment of costs of replacing the goods or acquiring equivalent goods; or
- (iv) payment of costs of repairing goods; and
- (b) in case of any other damages, \$100.00.

18.6 Nothing in this agreement will exclude or limit our liability in respect of any:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation on the part of us; or
- (c) matter which it would be illegal or unlawful for us to exclude or limit, or to attempt or purport to exclude or limit, its liability.

19. Indemnity

19.1 You indemnify us against all losses, Claims, Liabilities and expenses whatsoever arising out of or in connection with:

- (a) your use of our Website;
- (b) the Content;
- (c) you supplying goods to a third party, including any goods we supply to you;
- (d) your use of any goods we supply contrary to any of our instructions or directions; and
- (e) a breach of these Terms and Conditions by you or your employees, agents or subcontractors whatsoever.

20. No Waiver

20.1 A Party waives a right under these Terms and Conditions only by giving written notice that it waives that right.

20.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).

20.3 A right is not impaired or waived by:

- (a) a failure to exercise that right;
- (b) a delay in exercising that right;
- (c) a partial exercise of that right;
- (d) a previous exercise of that right; or
- (e) negotiations between the Parties.

21. Cookies Policy

21.1 You agree that:

- (a) we may store cookies on your device; and
- (b) we may issue and request cookies from your device to collect both personal and non-personal information.

21.2 You may disable cookies on your browser if you do not agree to the Cookies Policy.

21.3 You agree that we may use, including but not limited to, following types of cookies:

- (a) authentication cookies;
- (b) session cookies;
- (c) persistent cookies; and
- (d) flash cookies.

21.4 We use cookies for the reasons including but not limited to:

- (a) improve the performance by reporting any errors that occur;
- (b) provide statistics about how the Website is used;
- (c) remember settings that you use for our Website;
- (d) identify and show that you are logged into the Website;
- (e) link to social networks like Facebook and Twitter; and
- (f) to provide more suitable advertisements tailored to you.

22. Breach of Terms and Conditions

22.1 If you breach any of these terms and conditions we may take appropriate actions including but not limited to:

- (a) issuing a warning notice;
- (b) suspending your access to the website;
- (c) prohibiting your access to the website; or
- (d) bringing court proceedings against you.

23. Termination

23.1 These Terms and Conditions terminate, with respect to the Website, if we cease to operate the Website.

23.2 These Terms and Conditions terminate, or end, with respect to Orders for goods when:

- (a) the Order is cancelled (and such cancellation is accepted by us); or
- (b) the Order is completed.

24. Jurisdiction

- 24.1 This Website is directed at and restricted to use by individuals or entities that reside in Australia only.
- 24.2 We make no representation that Content are appropriate or available for use in other locations and jurisdictions.
- 24.3 This Agreement is governed by the laws of the Australian Capital Territory.
- 24.4 The Parties submit to the exclusive jurisdiction of the courts of the Jurisdiction.
- 24.5 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

25. Amendment

- 25.1 We may make changes to the Website at any time without notice.

26. Whole Agreement

- 26.1 This Agreement embodies the whole Agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements in respect of your usage of our Website.

27. Assignment

- 27.1 We may transfer, sub-license or otherwise deal with our rights and obligations under these terms of use without notifying you or obtaining your consent.
- 27.2 You may not transfer, sub-license or otherwise deal with your rights and obligations under these terms of use.

28. Severability

- 28.1 If all or any part of any provision of this Agreement is invalid or unenforceable, then:
- (a) that provision is severed from this Agreement to the extent necessary to remove the invalidity or illegality; and
 - (b) the remaining provision of this Agreement remains valid and enforceable.

29. Survival of Certain Terms

- 29.1 The terms of this Agreement which are capable of having effect after this Agreement ends continue to have full effect, including clauses in relation to:
- (a) protection of intellectual property; and
 - (b) guarantees, warranties, indemnities and limitation of liability.

30. Interpretation

- 30.1 In this Agreement, unless the contrary intention appears:
- (a) a reference to this Agreement or any instrument includes any variation or replacement of any of them;
 - (b) a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
 - (c) a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
 - (d) the singular includes the plural and vice versa;
 - (e) words of one gender include any gender;
 - (f) headings do not affect the interpretation of this Agreement;
 - (g) reference to a Party includes that Party's personal representatives, successors and permitted assigns;
 - (h) reference to a thing (including a right) includes a part of that thing;
 - (i) if a Party comprises two or more persons:
 - (i) reference to a Party means each of the persons individually and any two or more of them jointly;
 - (ii) a promise by that Party binds each of them individually and all of them jointly;
 - (iii) a right given to that Party is given to each of them individually; and
 - (iv) a representative, warranty or undertaking by that Party is made by each of them individually;
 - (j) a provision must not be construed against a Party only because that Party prepared it;
 - (k) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
 - (l) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;

- (m) another grammatical form of a defined expression has a corresponding meaning;
- (n) the word "include" is used without any limitation;
- (o) the rights, duties and remedies in this Agreement operate to the extent that they are not excluded by law; and
- (p) examples are descriptive only and not exhaustive.

31. Definitions

31.1 The following words have these meanings unless the contrary intention appears:

- (a) **Agreement** means the Website Terms and Conditions as amended from time to time.
- (b) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (c) **Business Day** means a day except a Saturday or Sunday or other public holiday.
- (d) **Claim** means any claim, suit, action, demand, or right.
- (e) **Consequential Loss** includes all forms of indirect loss including loss of revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.
- (f) **Content** means any material on the Website as amended from time to time including but not limited to text, document, image, logo, photo, audio material, video material and audio-visual material.
- (g) **Expected Delivery Date** means the expected delivery date stated in the Order, or as we notify you from time to time.
- (h) **GST** has the meaning given in the GST Act.
- (i) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (j) **Intellectual Property** means all existing or future species of industrial and intellectual property, whether registered or unregistered, registrable or not:
 - (i) as defined in Article 2 of the World Intellectual Property Organisation (WIPO) Convention; or
 - (ii) recognised by any statute or any principle of law or equity,
- (k) **Intellectual Property Rights** means all rights arising from any statute, or principle of law or equity in relation to Intellectual Property.
- (l) **Liability** means responsibility for any loss (either direct or indirect), damage, injury, or expense.
- (m) **Malicious Computer Program** includes programs that contain viruses, Trojan horses, worms or any other computer programming that may damage, modify, delete, detrimentally interfere with, access without authority or expropriate any system, data or personal information.
- (n) **Order** means the order form (including but not limited to any electronic order form or paper order form) or email request you complete and lodge with us for the manufacture and/or supply of goods.
- (o) **Party** means a party to this terms and conditions.
- (p) **Parties** mean all parties to this terms and conditions.
- (q) **Purchase Price** means the total price (including freight and GST) for goods as specified in your Order.
- (r) **Website** means www.afplegacy.gov.au
- (s) **Website Terms and Conditions** means the terms and conditions set out in this document.
- (t) **We, Us or Ourselves** refers to the Australian Federal Police Legacy Inc, Incorporated Association Number: A04149.
- (u) **You, Your or Yours** refers to a user of this Website.
- (iii) including copyrights, patents, designs, trade marks, circuit layout rights, confidential information, trade secrets and the right to register all such intellectual or industrial property rights.