

## **TERMS AND CONDITIONS OF USE FOR WEBSITES**

**juststraps.com.au & straps2go.com.au**

**REF: AW101-1**

Thank you for taking the time to make yourself familiar with the terms and conditions applying to the use of juststraps.com.au & straps2go.com.au web sites, including the purchase of straps and accessories for 4WD, Marine, Tradesmen and any related items over these web sites. In using this web site for these or any other purposes, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the web site. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this web site.

### **Terminology**

In these terms and conditions, the expressions "we", "us" and "our" are a reference to Atlas Wholesale Pty Ltd ABN: 52 002 950 370.

### **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 web site. Your continued use of the web site following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### **Ordering procedure**

You may offer to purchase items described on this web site for the price specified on this web site. Your order must contain your name, email address, credit card details and any other ordering information specified on this web site. 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 processed by us.

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.

We give no undertaking as to the availability of products advertised on this web site.

Delivery of the items to you will be affected in the manner described on this web site. Title in the goods does not pass to you until payment has been received. Risk or loss of damage to the goods will pass to you upon dispatch.

Payment must be effected in the manner described on the web site. Prices are inclusive of GST. In all other respects, the price is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of goods.

The goods are offered for sale only to persons who can make legally binding contracts. If you are under the age of 18 years you should not be making a purchase of items on this web site.

### **Cancellation due to error**

You acknowledge that despite our reasonable precautions, products 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 your credit card has been charged. We reserve this right up until the time of delivery of goods to you. If a cancellation of this nature occurs after your credit card has been charged for the purchase, we will immediately issue a credit to your credit card account for the amount in question.

### **Disclaimer**

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this web site or any linked web site, 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 web site.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded.

Where legislation implies any condition, guarantee or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition, guarantee or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

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- (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.

Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms and conditions, we will not accept liability to you in respect of any loss or damage (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 an order placed on this web site or in respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.

### 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

You must ensure that your access to this web site 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 web site 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 web site or any linked web site.

Whilst we have no reason to believe that any information contained on this web site is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this web site 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 web site.

We do not give you any assurances that any information contained on this web site will be suitable for your purposes or that it will be error-free. You agree that you will not rely on any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.

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

We make no warranty that goods acquired from us over this web site will meet your requirements.

Details contained on this web site 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 web site 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 web site.

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 web site. 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 web site (including text, graphics, logos, photographs, 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 web site; or commercialise any information, products or services obtained from any part of this web site; without our written permission.

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### **Trade marks**

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

If you use any of our trade marks 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 trademarks:

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

### **Restricted use**

Unless we agree otherwise in writing, you are provided with access to this web site only for your personal use. You are authorised to print a copy of any information contained on this web site 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 web site.

### **Linked web sites**

This web site may contain links to other web sites ("linked web sites"). 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 web sites.

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

### **Colour and Product description**

The colours of the products for sale on this web site have been displayed as accurately as possible to what they will be when delivered however, the colours you see on your screen depends upon your monitor and we are not able to guarantee that the colour displayed on your monitor accurately depicts the actual colour of the product as delivered to you.

### **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 web site may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

### **Governing law**

These terms and conditions are governed by the laws in force in New South Wales in Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

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### 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.

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

***By proceeding forward with any purchase you are acknowledging you have read, understood and accepted the terms and conditions above.***

### PRIVACY POLICY

We may collect web site visitors' contact information (like their e-mail addresses). Unless you object, this information may be used:

- (a) to send news, information about our activities and general promotional material which we believe may be useful to you;
- (b) to monitor who is accessing the web site or using services offered on the web site; and
- (c) to profile the type of people accessing the web site.

If you do not wish to have your personal information used in this manner or for any other specific purpose, you can e-mail us accordingly.

We utilise "cookies" which enable us to monitor traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

We will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this web site. For the removal of doubt, personal information will not be used for any purpose which a reasonable person in your position would not expect.

If you request us not to use personal information in a particular manner or at all, we will adopt all reasonable measures to observe your request but we may still use or disclose that information if:

- (a) we subsequently notify you of the intended use or disclosure and you do not object to that use or disclosure;
- (b) we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or
- (c) we are required by law to disclose the information.

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.

Personal information which we collect may be aggregated for analysis but in such circumstances we would ensure that individuals would remain anonymous.

All personal information which we collect (including your contact details and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission.

We consider it is the responsibility of parents to monitor their children's use of our web site. Nevertheless it is our policy not to require personal information from persons known to be under the age of 18 years or offer to send any promotional material to persons in that category. You are entitled to have access to any personal information relating to you which you have previously supplied to us over this web site. You are entitled to edit or delete such information unless we are required by law to retain it.

If you wish to comment on or query our privacy policy, or if you wish to make an inquiry regarding any personal information relating to you which may be in our possession, please contact us on admin@atlaswholesale.com.au.