



Website terms of use

Welcome to our website. This website with URL address <http://www.buddybuy.com.au/> is owned and operated by Buddy Buy Australia ABN 57 491 480 093.

The terms 'Buddy Buy Australia' or 'us' or 'our' or 'we' refer to Buddy Buy Australia, the owner of the website, whose registered office is in Queensland, Australia. The term 'you' or 'your' refers to the website user.

These are the terms and conditions you need to be aware of when using this website.

Please read these terms and conditions carefully, as together with our privacy policy, it sets out your important rights and obligations in relation to the use of this website.

When you visit this website and use our services or purchase our products, you agree that you have read these terms and all related documents and that you are willing to be bound them.

1. Age

- 1.1. Any persons using this website for any purpose whatsoever must be at least 18 years of age. It is illegal to purchase items from this website if you under the age of 18 years.

2. Variation

- 2.1. We may update our terms and conditions from time to time and the new provisions apply from the date they are updated.

3. Disclaimer (general)

- 3.1. While every care is taken, Buddy Buy Australia does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
- 3.2. The information available through this website site is provided for information and business interest purposes only.
- 3.3. You are solely responsible for any results you obtain as a result of using the information on this website.
- 3.4. You acknowledge and agree that no information or advice provided by us including that contained in information and descriptions, including, articles, blog posts, or any other information on this website any way constitutes financial advice or advice of any other regulated industry or creates a warranty of any kind with respect to this website.
- 3.5. This disclaimer applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of this website or the services found on this website.

4. Copyright, trademarks and other intellectual property

- 4.1. Buddy Buy Australia owns the intellectual property rights in all of the content of this website or has permission to use or display the material on this website.
- 4.2. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us.
- 4.3. Please email sales@buddybuy.com.au if you require permission to reproduce any of the contents of this website.
- 4.4. Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright.
- 4.5. You must seek permission from the third party before using any of their content. The names of actual companies and products mentioned on this website may be the trademarks of their respective owners.

5. Personal use only

- 5.1. You may access, download, or print material from the website for your personal use only.
- 5.2. Sharing any intellectual property or copyright material from this website for commercial use of any sort, without permission is expressly prohibited.
- 5.3. You agree not to change or delete any copyright or proprietary notice from materials downloaded from this website or any site accessible through this website.
- 5.4. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website content or our intellectual property.

6. No unlawful or prohibited use

- 6.1. As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions.
- 6.2. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other person's use and enjoyment of this website.
- 6.3. You agree not to hack into areas of this website that are not intentionally made available to you.
- 6.4. You expressly agree not to:
 - a. engage in any internal or external spamming, or other similar actions
 - b. engage in any unlawful or immoral acts, or acts that are in violation of these terms and conditions
 - c. decompile, reverse engineer, or try to copy or imitate this website or underlying content
 - d. use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software
 - e. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent
 - f. use data collected from the website for any direct marketing activity (including without limitation email marketing, social media marketing, online marketing, SMS marketing, telemarketing, and direct mailing)
 - g. use data collected from the website to contact individuals, companies or other persons or entities for marketing purposes.
- 6.5. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading.

- 6.6. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.
- 6.7. Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

7. Copyright infringement

- 7.1. If you believe that there is material on our website that infringes third party intellectual property rights, please email sales@buddybuy.com.au with sufficient information to enable us to determine who the owner of the intellectual property is and to remove it from Buddy Buy Australia website if appropriate.

8. Cookies

- 8.1. This website uses cookies to monitor browsing preferences.
- 8.2. By using our website or by agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy.

9. Social media platforms

- 9.1. Buddy Buy Australia also uses interfaces with social media sites such as Facebook, LinkedIn, Twitter and others.
- 9.2. If you choose to "like" or "share" information from this website through these services, you should review the privacy policy of that service.
- 9.3. If you are a member of a social media site, the interfaces may allow the social media site to connect your visits to this site with other personal information.
- 9.4. By using this website, you recognise that Buddy Buy Australia is not responsible for any information and material on this website that is linked to a third-party site.

10. Third-party links

- 10.1. This website may also, on occasion, include links to other websites that are not controlled by us.
- 10.2. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk.
- 10.3. Third-party links on our website do not signify that we recommend or endorse the websites.
- 10.4. We have no control over the nature, content and availability of those websites.

11. Website security

- 11.1. Buddy Buy Australia makes every effort to maintain the security of Buddy Buy Australia website including but not limited to encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information, the integrity of the website and conduct our business. However, we do not guarantee the security of the website, our records, or your content.
- 11.2. Buddy Buy Australia disclaims all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are advised to install and maintain up-to-date security software on your computer for your further protection.
- 11.3. Buddy Buy Australia website is managed by third-party services therefore the website may be inaccessible from time to time.

12. Limitation of liability

- 12.1. Buddy Buy Australia will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of Australian Consumer Law.
- 12.2. Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a

refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

12.3. This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

13. Indemnity

13.1. You agree to indemnify and defend Buddy Buy Australia from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- a. your unauthorised use of this website, or products or services included or advertised on this website
- b. your breach of these terms and conditions.

14. Applicable law

14.1. This agreement is governed by the laws of Queensland, Australia and you consent to the exclusive jurisdiction and venue of courts in that State or the Federal Courts within Australia, in all disputes arising out of or relating to the use of this website.

14.2. You may provide notice to us through the contact us page or otherwise by an email addressed to sales@buddybuy.com.au

14.3. Buddy Buy Australia may provide notice to you via email or other electronic means.

14.4. Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation, this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

15. Relationship

15.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Buddy Buy Australia as a result of this Agreement or use of this website.

16. Validity

16.1. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

16.2. These terms and conditions together with our privacy policy form the entire agreement between you and Buddy Buy Australia.

17. Feedback, comments or complaints

17.1. If you have any questions, please contact us. We endeavour to respond to all inquiries within three business days.