

Terms and Conditions

Fifty Six Creations Pty Ltd

Effective: 15th of January, 2016

Thank you for visiting our website. This website is owned and operated by Fifty Six Creations Pty Ltd (ABN 30 603 391 591). By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy. You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Fifty Six Creations Pty Ltd.

1. Registration

You must be a registered member to: make orders, access our products and access certain features of our website.

When you register and activate your account, you will provide us with personal information such as your name, email address, telephone number and mailing or street address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of our website and account;
- assume all risks associated with the Minor's use of our website and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on our website are suitable for the Minor;
- assume liabilities resulting from the Minor's use of our website and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our website and your account on this basis.

2. Collection Notice

We collect personal information about you in order to provide the best service and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of

our products to you. We may also disclose your personal information to recipients that are located outside of Australia.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at info@hellofiftysix.com or by mail at:

Fifty Six Creations Pty Ltd

[Re: Privacy Policies and Practises]

Unit 12, Level 2, 50-56 Sanders St Upper Mt Gravatt Queensland AU 4122

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

3. Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

4. Pre- Orders

You acknowledge and agree that where you pre-order Products from us:

- processing of pre-orders may begin earlier than the release date to ensure that orders can be shipped to you as soon as possible;
- if your delivery address changes, you must notify us as soon as possible;
- we will use its reasonable endeavours to deliver the Product to you but does not provide any promises or guarantees that it will do so. In the event that Fiftysix Creations has to cancel your order, we shall provide you with a full refund;
- we cannot promise when the Product will be delivered and any date of delivery provided by us is an estimate only; and
- technical specifications of pre-order products under development are subject to change.

5. Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

6. Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in

this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

7. Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

10. Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

11. Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

12. Jurisdiction and governing law

Your use of the website and these Terms are governed by the Law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.