

TERMS AND CONDITIONS

1. This Terms And Conditions and all terms, conditions, notices and disclaimers contained in the Customer Sales Agreement and Websites operated by GoLocal Page Pty Ltd ACN 624 192 025 and its related entities is binding and subject to the Terms And Conditions set out below. It shall be governed in accordance with the laws of the State of Queensland, Australia.
2. In this Terms And Conditions, unless the context otherwise requires:
 - (a) "GLP" means GoLocal Page Pty Ltd ACN 624 192 025 and includes agents, employees, successors and assignees of GLP;
 - (b) "Agreement" means the Customer Sales Agreement;
 - (c) "Terms" means this Terms And Conditions and all terms, conditions, notices and disclaimers contained in the Customer Sales Agreement and Websites operated by GLP;
 - (d) "Websites" means <https://www.golocalpage.com.au/>; <https://www.facebook.com/GoLocalPage/>; <https://twitter.com/GoLocalPage>; <https://www.instagram.com/golocalpage/>; <https://www.golocaldesigns.com/>; and any domains, social media channels, newsletters, and blogs operated by GLP;
 - (e) "You" means any customer, visitor, GLP account holder, registered member, user, person, firm, organisation, business entity or corporation and includes their employees, agents, successors, administrators and assignees;
 - (f) "Ad" means advertisement, design, image, videos, audio, music, publication, marketing or promotional material, display and/ or communication material;
 - (g) "Design" means any template, design work, design services, graphic design, marketing or promotional material, communication material and/ or artwork provided or carried by GLP;
 - (h) "Products" means any goods, subscriptions, Design, Ad, and services provided by GLP; and
 - (i) "Screens" means TV Screens, monitors, electronic devices and digital display units.
3. The Agreement will commence on the Commencement Date and end on the Expiration Date.
4. GLP reserves the right to amend, modify or replace the Terms at any time and without notice. GLP will notify you via its Websites or email if significant changes to the Terms have been made. What constitutes a significant change will be determined at GLP's sole discretion. By continuing to access or use GLP's Screens, Websites, Design, or Products after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use GLP's Screens, Websites, Ad, Design and Products.
5. You must give written notice to GLP no less than 21 days prior to the Expiration Date if you want to cancel your account and do not wish to renew the Agreement. If no written notice is received by GLP, the Agreement will automatically renew and become a rolling contract. The duration term and Subscription Package of the renewed Agreement will be the same as the previous Agreement. The charge of the renewed Agreement will be the current value of the same Subscription Package.
6. You warrant that any material including content, information, images, characters, electronic attachments, Ad, or Design provided to GLP complies with all relevant laws and regulations and that its publication will not give rise to any claims or liabilities against GLP. You warrant that the said material is not false, misleading or deceptive and does not breach or infringe:
 - (a) the Trade Practices Act (Cth), the Fair Trading Acts of relevant States of Australia or equivalent or other sale of goods legislation;
 - (b) any copyright, trade mark, obligation of confidentiality or other personal or proprietary rights; any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
 - (c) State or Commonwealth anti-discrimination legislation;
 - (d) the Privacy Act (Cth); or
 - (e) any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory).
7. When you use GLP's Screens, Websites and services to design an Ad and/ or Design, you agree:

- (a) GLP is not responsible for and will not be liable, whether direct or indirect (including consequential loss and loss of profits), for any liability, loss, injury or damage that arise from the design of the said Ad and/ or Design;
 - (b) GLP makes no representation or warranty in relation to how your Ad and/ or Design should look, or what content it should contain. GLP does not warrant, whether express or implied, any warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance;
 - (c) GLP's Websites, Ad, Designs, Products and its original content (excluding Content provided by you), features and functionality are and will remain the exclusive property of GLP. This is protected by copyright, trademark, and other laws of both Australia and foreign countries. GLP trademarks and trade dress may not be used in connection with any product or service without the prior written consent of GLP;
 - (d) To only provide GLP with material that complies with clause 6 above.
8. GLP does not warrant that its Products, equipment, Screens, Website and Design:
 - (a) will function uninterrupted, secure or available at any particular time or location;
 - (b) any errors or defects will be corrected;
 - (c) is free of viruses or other harmful components; or
 - (d) the results of using the service will meet your requirements.
 9. GLP will display your Ad on its Screens and Websites. The Screens may vary in size depending upon the positioning and location of the Screen.
 10. You will provide your Ad to GLP for publication on its Screens and/ or Websites, and in accordance with the specifications required by GLP. The publication of your Ad will commence within 14 working days of receiving the final version of your Ad.
 11. By submitting, authorising or approving an Ad for GLP to publish, you agree to indemnify GLP against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the Ad. You agree to indemnify GLP against any costs, expenses, losses, damages, liability and claims suffered and arising from your breach of the Terms and any negligent or unlawful act or omission by you.
 12. GLP reserves the right to refuse, withhold or withdraw any Ad, Design or Products at any time without reason. GLP may, at its absolute discretion, amend the Ad, Design or Products without consultation or notice to you if GLP deems them to be offensive, illegal or in breach of a third party's rights.
 13. GLP does not grant you exclusivity in the design and publication of any Ad, Design or Products.
 14. The positioning, placement, shape, size and location of the Ad and Products will be at GLP's discretion.
 15. In any circumstances where any equipment used by GLP to display Ad, Design and Products ceases to operate, GLP reserves the right to transfer the Ad, Design and Products to an alternative system or location.
 16. You agree to the terms below when using any accounts created for you by GLP:
 - (a) You guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account;
 - (b) You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer, any other electronic devices, and/or account;
 - (c) You agree to accept responsibility for any and all activities or actions that occur under your account and/or password;
 - (d) You will notify us immediately upon becoming aware of any breach of security or unauthorized use of your account;
 - (e) You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene; and
 - (f) You agree that GLP has the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.
 17. The fees payable are detailed in the Agreement of your account. By using this account you represent and warrant that:
 - (a) GLP, at its sole discretion, may modify these fees;
 - (b) you are authorized to use and have fees charged to the credit card number, debit card number or PayPal account you provide GLP and its Websites;

- (c) you are authorized to distribute, display, use, upload, modify and create derivative works of any material you provide to GLP and the said material complies with clause 6 above;
 - (d) all of your registration and account information is true, accurate and complete.
 - (e) you will maintain the security of your password;
 - (f) you accept all responsibility for all activity that occurs under your username; and
 - (g) any breach or suspected breach of any of the above representations or warranties may result in immediate termination of your account or suspension of your account without any refund.
18. Any cancellations made by you, of any nature, will be subject to a minimum cancellation fee of 100% of the total cost of the Agreement and you are not entitled to a refund of any unused periods after said cancellation. If you cancel your account with GLP before the Expiration Date of the Agreement and unless otherwise agreed:
- (a) your account will remain active and you will have full use of your account until the Expiration Date;
 - (b) GLP has the right to continue displaying your Ad on its Screens and Websites until the Expiration Date; and
 - (c) GLP will continue to charge you for payments owing up to the Expiration Date.
19. GLP reserves all rights to determine whether it will or will not issue a refund. Should GLP decide to issue a refund, GLP will determine the amount to be refunded.
20. If you fail to make payment in accordance with the Terms and the Agreement, or if you commit an act of bankruptcy, become insolvent, wind up the company, have a receiver or administrator or liquidator or manager appointed over any of your assets, then GLP may terminate the Agreement and take proceedings against you to recover any overdue amount including costs in relation to any action taken against you by GLP.
21. GLP reserves the right to charge up to \$50.00 for unpaid, returned or recalled direct debits, cheques and credit card transactions. Additionally GLP reserves the right to charge up to \$50.00 for letters sent as a result of breach of the Agreement.
22. GLP will not be liable for any delay or failure to carry out its obligations due to factors outside of GLP's reasonable control including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint.
23. GLP may serve a notice or any court document on you by forwarding them by email, prepaid post or facsimile to your last known address.
24. GLP makes no representation or warranty in relation to the number of viewers to its Screens and Websites. You agree to not rely on any information provided by GLP in your decisions.
25. You agree to indemnify GLP if any material, electronic attachments, video, audio, content, images, Ad and/ or Design you send causes any failure to GLP's equipment and all the damages incurred from it.
26. No documents issued by you will vary the Terms and the Agreement.
27. If you breach anything in the Terms and the Agreement, or if, any claims are made against GLP:
- (a) GLP may cancel your account, terminate the Agreement, withhold from displaying your Ad and/ or Design indefinitely, and refuse refund of any amount for the said breach; and
 - (b) GLP may claim full remedy for damages incurred and you shall be liable for all damages, costs, judgments, and expenses (including reasonable legal fees) incurred.
28. In no event shall GLP be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:
- (a) your access to or use of or inability to access or use GLP's Screens, Websites, Design, or Products;
 - (b) any conduct or content of any third party that uses GLP's Screens, Websites, Design, or Products;
 - (c) any content obtained from GLP's Screens, Websites, Design, or Products; and
 - (d) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not GLP has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.