

Website terms of use

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9. Courtney will make every effort to ensure a product is accurately depicted on the Site, however you acknowledge that sizes, colours and packaging may differ from what is displayed on the Site.
10. Your use of this Site and any dispute arising out of your use of it is subject to the laws of Victoria.
11. You may only use the Site for lawful purposes and in a manner consistent with the nature and purpose of the Site. You may only use the Site to make legitimate requests to purchase the products or services offered and shall not use this Site to make any speculative, false or fraudulent requests. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. It is a violation of law to place a request in a false name and/ or with an invalid credit card. Fraudulent users may be prosecuted to the fullest extent permissible law.
12. You will not use the Site for any illegal and or unauthorised use which includes collecting email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Site.
13. You acknowledge and agree that any automated use of the Site or its purchase services is prohibited.
14. We reserve the right to review and change any of the Terms by updating this page at our discretion. Any changes to the Terms take immediate effect from the date of their publication and we encourage you to review the Terms whenever you use this Site. Your continued use of our Site following any such amendments will be deemed to be confirmation that you accept those amendments.

Website terms of use (continued)

15. User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.
16. To the fullest extent permitted by law, in no event shall Courtney, including its respective officers, directors, employees, representatives or affiliates, be liable for any injury, death, loss, claim, damage, accident, delay or any special, exemplary, punitive, incidental or consequential damages of any kind which arise out of or are in any way connected with any use of this Site or with any delay or inability to use this Site or any information, software, products or services obtained through this Site. This includes, but is not limited to, any loss or damage you might suffer as a result of any of the following:
 - a) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party control, or theft, destruction, alteration or unauthorised access to records;
 - b) The accuracy, suitability or currency of any information on the Site, the purchase service or any of its content, including any third party material or advertisement on the Site;
 - c) Costs incurred as a result of you using the Site or the purchase services;
 - d) The content or operation in respect to links which are provided for the users convenience;
 - e) Any failure to complete a transaction or any loss arising from e-commerce transacted on the Site;
 - f) Any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.
17. You indemnify us, to the fullest extent permitted by law, from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the Site or resulting from any content you post through the Site or resulting from breaching the terms.
18. Every effort is made to keep the Site up and running smoothly. However, we take no responsibility for, and will not be liable for, the Site being temporarily unavailable due to technical issues beyond our control.
19. We are not responsible for any errors or delays in responding to a request caused by an incorrect email address provided by you or by any other technical issue beyond our control.
20. If you use this Site to submit requests for or on behalf of a third party you are responsible for any error in the accuracy of information provided in connection with such use. In addition you must inform the third party of all terms and conditions applicable to all products and services acquired through this Site. Each user using this Site for or on behalf of a third party agrees to indemnify and hold Courtney, including its respective officers, directors, employees, representatives or affiliates, harmless from and against any and all liabilities, losses, damages, suits and claims relating to the third party's or the user's failure to fulfil any of its obligations set out in our terms and conditions. The user is directly responsible for any requests submitted, including related fees, charges and performance obligations.
21. Courtney retains all rights, title and interest in and to the Site and all related content. Nothing you do on or in relation to the Site will transfer to you:
 - a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Courtney; or
 - b) (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - c) (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
22. If any part of these terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the terms shall remain in force.
23. Courtney may at any time terminate the terms with you if:
 - a) You have breached any provision of the terms or intend to breach any provision;
 - b) Courtney is required to do so by law;