



Terms and Conditions of Use

1. About the Website and Mobile Software Application (“App”)

- 1.1 Welcome to www.aliceandalbert.com.au (the '**Website**'). These Terms and Conditions of Use apply to your use and access of our Website or our Mobile Software Application (“App”) when it is made available.
- 1.2 The Website and App are operated by Alice and Albert Pty Ltd (ACN 610 098 274) (“us”, “we”, “our”). Your access to and use of the Website or App, or any associated Products or Services, is provided by us. Please read these Terms and Conditions of Use (the 'Terms') carefully. By accessing or using this Website or App and the Services we offer, as defined in clause 5, you agree that you have read, understood and agree to be bound by these Terms. If you do not agree with these Terms, you must cease usage of the Website, App or any of our Services, immediately.
- 1.3 We reserve the right to review and change any of the Terms by updating this page at our sole discretion. When we change these Terms, we will use reasonable endeavours to provide you with notice of these changes. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of these Terms for your records.

2. Acceptance of the Terms

You accept the Terms by accessing and remaining on the Website or the App or by engaging our Services.

3. Subscription to use the Services

- 3.1. In order to access the Services, you must first register for a free account (“**Account**”). After registration, you may purchase individual Services or a Subscription for Services (the '**Subscription**') and pay the applicable fee for the selected Service or Subscription (the '**Fee**').
- 3.2. In purchasing the Service or Subscription, you acknowledge and agree that it is your responsibility to ensure that the Services or Subscription you elect to purchase is suitable for your use.
- 3.3. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details) in accordance with our Privacy Policy, including:
 - (a) an email address
 - (b) preferred username
 - (c) a mailing address
 - (d) a telephone number
 - (e) a password
 - (f) preferred means of contact;
 - (g) preferred payment method and details
- 3.4. You warrant that any information you give to us in the course of completing the registration process will always be accurate, correct and up to date.
- 3.5. Once you have completed the registration process, you will be a registered member of the Website ('**Member**').
- 3.6. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with us; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.



4. Your obligations as a Member

4.1 As a Member, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purpose of us providing the Services;
- (e) the Services and this Website are provided for personal or domestic use only and not in connection with any commercial use except those that are specifically endorsed or approved by us;
- (f) you will not use the Services or Website 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 Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action may be taken by us for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. The Services

These are the terms and conditions of supply of Services offered by us to you from time to time.

- 5.1 In the event of any inconsistency with any other terms, these Terms & Conditions shall prevail.
- 5.2 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer, including those under the Australian Consumer Law.
- 5.3 The Services provided by us will be based upon specific criteria provided to us, and we will act in accordance with instructions provided by you, and will assume all information provided by you is accurate, true and correct.

Examples of Services we may provide

5.4 We may accept a request to provide Services to you including, but not limited to:

- (a) Personal travel assistance services;
- (b) Personal lifestyle services; and
- (c) Personal event booking services

as set out from time to time on our Website.

Third party terms are binding on you

5.5 Any Service requiring ticket purchases, bookings, reservations or goods and services supplied by a third party will be subject to the terms & conditions of that third party, to which you agree, upon instructing us to purchase the goods or book the services on your behalf.



Third party deposits / security

5.6 When engaging us, you authorise us to debit your payment method for deposit or security purposes where required.

Reasonable efforts to select goods and services

5.7 We will make reasonable efforts to select:

- (a) third party service providers who are qualified, insured and competent to carry out the services requested; and
- (b) goods or services which are of such quality as is consistent with your budget purchased from third parties on your behalf,

and you agree that our duty is discharged by exercising reasonable efforts and that we are not liable should any goods or document (examples include but are not limited to, event tickets or merchandise) purchased by us subsequently be found not to be genuine or is not accepted by another party, or does not meet your standards. Likewise, we shall not be held responsible or liable for services provided by third parties.

5.8 You acknowledge that we are not the supplier of tickets or other goods or services which you may acquire from third parties through the use of the Services and we express no warranty, condition or guarantee as to quality, fitness for any purpose or availability of any such tickets, goods or services.

Third party refunds and cancellations

5.9 When purchasing tickets, goods or services for you, on your behalf, you should expect that all sales are final and no refunds or cancellations will be issued after purchase from the third party. You will be held responsible for any cancellations you wish to make, or any monies forfeited as a result of cancelling or changing a booking. Should an event be cancelled, we will not be responsible for any loss or damage that you may incur as a result of the event being cancelled.

Services are not for commercial use or for an illegal purpose

- 5.10 Services may not be used to acquire goods or services for commercial use or to locate or acquire goods or services where such goods or services, or the acquisition of such goods or services, is in breach of, or prohibited by, local laws or which may otherwise have an adverse impact on our reputation or business.
- 5.11 You may not use our Services where such use would involve illegal channels or be in our opinion immoral or unethical or otherwise contravene applicable laws; or involve any fraudulent act, misrepresentation or misleading conduct by you or us.

Shipping and delivery services

5.12 Where you ask us to arrange shipping or delivery of tickets or any goods you purchase, we will endeavour to arrange such shipping or delivery with a reputable carrier and for a reasonable price. It may not be possible for us to arrange for shipping or delivery to certain countries and certain addresses. Where this is the case, you may need to nominate an alternative address where shipping and delivery is possible. Where we arrange shipping and delivery on your behalf, we accept no responsibility for the services provided by the relevant shipping company or courier and, as between you and us, you bear all risk associated with any loss of, or damage to, the goods or any delay in shipping or delivery except to the extent that we have contributed to such loss, damage or delay by miscommunicating your instructions to the shipping or delivery company.



6. Third Party suppliers

- 6.1 Where we engage a third party supplier on your behalf, we act only in the capacity as an introducer. We will endeavour to provide you with that third party supplier's Terms & Conditions where available but we are not liable if we do not provide them to you.
- 6.2 We accept no liability for any information, material, goods or services provided to you by, or exchanged with, any third party supplier. Should you contract or decide to contract with any third party supplier, the contract is strictly between you and the third party supplier. Any payment or monies required by the third party supplier is your responsibility and will be paid in accordance with your contract with that third party supplier. However, we will provide assistance and liaison services at no extra charge to mediate any issues or complaints you may have with a supplier.
- 6.3 You accept that your information may need to be shared with third party suppliers in order for us to deliver our Services to you, in accordance with our Privacy Policy.
- 6.4 We accept no liability for any dispute arising from any agreement made between you and any third party supplier; and you indemnify and release us from liability in relation to any claim, dispute or action arising between you and the third party supplier.
- 6.5 Unless you have requested or agreed to a particular third party supplier or specific charge for services, we shall make reasonable efforts to ensure that the third party supplier's charges are reasonable and in keeping with the local market. However, we shall not be held responsible for any third party supplier charges, whether or not you consider those charges are reasonable, or for any third party supplier charges for any services negotiated, and agreed, by you directly with the Supplier.
- 6.6 Complaints regarding a third party supplier should be made to us as soon as reasonably practicable to allow us to respond and assist.

7. Payment

- 7.1 Where the option is given to you, you may make payment of the Subscription Fee by way of:
 - (a) Electronic funds transfer ('EFT') into our nominated bank account
 - (b) Credit Card Payment ('Credit Card')
 - (c) Epayment gateway
- 7.2 All payments made in the course of your use of the Services are made using the payment method selected by you that we hold on file. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the PayPal terms and conditions which are available on their website.
- 7.3 You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee.
- 7.4 You agree and acknowledge that we can vary the Fee at any time with notice, and that where a Fee relates to a Subscription the varied Fee will come into effect following the conclusion of the existing Subscription Period.

8. Refund Policy

We will only provide you with a refund of the Fee in the event we are unable to continue to provide the Services or Subscription or if we decide at our absolute discretion, that it is reasonable to do so under the circumstances.



9. Copyright and Intellectual Property

- 9.1 The Website, the Services and all of the associated material are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by us or its contributors.
- 9.2 All trademarks, service marks and trade names are owned, registered and/or licensed by us, and we grant to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
- (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- We do not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by us.
- 9.3 We retain all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),
- to you.
- 9.4 You may not, without our prior written permission and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

10. Privacy

We take your privacy seriously and any information provided through your use of the Website and/or Services is subject to our Privacy Policy, which is available on the Website.

11. General Disclaimer

- 11.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 11.2 Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.



11.3 Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of our affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about the Services or any products or Services (including our products or Services) referred to on the Website. This includes (but is not restricted to) 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 conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any our products; and
- (d) the Services or operation in respect to links which are provided for your convenience.

12. Limitation of liability

12.1 Our total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

12.2 You expressly understand and agree that we and our affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

13. Termination of Contract

13.1 The Terms will continue to apply until terminated by either you or by us as set out below.

13.2 If you want to terminate the Terms, you may do so by:

- (a) providing us with one Subscription Period's notice of your intention to terminate; or
- (b) closing your accounts for all of the services which you use, where we have made this option available to you.

Your notice should be sent, in writing, to us via the 'Contact Us' link on our homepage.

13.3 We may at any time, terminate the Terms with you if:

- (a) you do not renew the Subscription at the end of the Subscription Period;
- (b) you have breached any provision of the Terms or intend to breach any provision;
- (c) we are required to do so by law;
- (d) our provision of the Services to you is, in our opinion, no longer commercially viable.

13.4 Subject to local applicable laws, we reserve the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts our name or reputation or violates the rights of those of another party.



14. Indemnity

You agree to indemnify us and our affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with the services
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

15. Dispute Resolution

15.1 Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

15.2 Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

15.3 Resolution:

On receipt of the notice under clause 15.2 ('Notice') by that other party, the parties must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Queensland, Australia.

15.4 Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

15.5 Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

16. Venue and Jurisdiction

The Website and Services offered by us are intended to be viewed and engaged by residents of Australia. In the event of any dispute arising out of or in relation to the Website or Services, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.



17. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

18. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

19. Severance

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.