

Terms and Conditions – website ONLY

By using this website you agree to the following Terms and Conditions governing its use.

1. Intellectual Property

(a) Leisa Hunt Photography either owns all intellectual property rights in the Website, including the Photographs and the Images thereon, or has a licence to use them.

(b) If You have commissioned Leisa Hunt Photography to undertake Photographic Services for You, you may have a licence to use Photographs or Images contained on this Website but at no time do you own the intellectual property rights in the Photograph or Images. You do not acquire any rights to the intellectual property in the Website.

(c) If you have not commissioned Leisa Hunt Photography to undertake Photographic Services for you, you do not have a licence to download or use the Photographs or Images contained on this Website, nor do you have any rights to the intellectual property in the Website.

(d) the entitlements attached to your licence to use the Photographs or Images from the Website (if you have such as licence) are contained in your contract with Leisa Hunt Photography.

(e) You may not use the Photographs or Images in any of the following ways:

- (i) Making them available for download and purchase by any third parties, except by prior written agreement with Leisa Hunt Photography.
- (ii) In any pornographic, defamatory, libellous or otherwise illegal manner, whether directly or indirectly.

2. Your Obligations

You covenant and warrant that:

(a) You will uphold the good name and protect the goodwill of Leisa Hunt Photography at all times;

(b) You will conduct Yourself in a professional manner at all times and honour Your obligations under these Terms and Conditions;

(c) You will not make use of the Website or any of the Photographs or Images available from it for any illegal activities or any activities which are likely to cause loss, cost, expense or damage to Leisa Hunt Photography;

(d) You will not interfere with or disrupt the access of other users of the Website in any way;

(e) You will not use any of the Photographs or Images available on the Website for unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable purposes of any kind;

(f) all information provided by You to Leisa Hunt Photography and which relate to You in any way is true and accurate in every detail;

- (g) if You are using the Website on behalf of an employer, Your employer is bound by these Terms and Conditions as well; and
- (h) You will observe and be bound by the Acceptable Usage Rules.

3. Powers of Leisa Hunt Photography

You agree that:

- (a) Leisa Hunt Photography may at any time without notice to You, remove any Photographs or Images from the Website;
- (b) Leisa Hunt Photography may modify the Website in any way, without notice to You;
- (c) Leisa Hunt Photography may modify these Terms and Conditions without notice to You, and such modifications will apply from the time that they are made.

4. Representations and Warranties

You acknowledge and agree that Leisa Hunt Photography has not made any representation or given any warranties:

- (a) in relation to the Website; or
- (b) that the Photographs or Images available from the Website are suitable for any particular purpose.

You further acknowledge and agree that:

- (A) Photographs or Images available from Leisa Hunt Photography are provided as is;
- (B) Leisa Hunt Photography has made no representation or warranty regarding ability of Photographs or Images to be printed, reproduced or otherwise used for any particular purpose;
- (C) The quality of any printing, reproduction or use of Photographs and Images may vary depending on a number of factors outside the control of Leisa Hunt Photography.

5. Indemnity

You indemnify and keep indemnified Leisa Hunt Photography, its suppliers, employees and sub-contractors on demand against any loss, expense, cost, damage, claim, demand, suit, action, proceeding, judgement, order of a court or tribunal, legal fees (on a solicitor and own client basis) which Leisa Hunt Photography pays, suffers or incurs or is liable for in respect of:

- (a) Any negligent act or omission by You;
- (b) Any act or omission by You which is intended by You to cause damage in any way to Leisa Hunt Photography;
- (c) Any breach by You of these terms and conditions;
- (d) Your failure to comply with these Terms and Conditions; or
- (e) Your failure to comply with the Acceptable Usage Rules.

6. Disclaimer

(a) Leisa Hunt Photography gives no express warranty in relation to the supply of the Photographs or Images and You acknowledge that You have not relied on any representation or warranty made by or on behalf of Leisa Hunt Photography in relation to the Website, the Photographs or Images.

(b) Any warranties or conditions implied by law, either by statutory instrument or otherwise, are expressly excluded to the extent that such warranties and conditions may be lawfully excluded.

(c) To the extent permitted by law, if Leisa Hunt Photography is or becomes liable to You in any manner whatsoever for breach of warranty or in relation to the supply of any defective Photographs or Images, then Leisa Hunt Photography liability will be limited solely to the price paid by you for the Photographs or Images or the cost of their re-supply, whichever Leisa Hunt Photography elects.

(d) You acknowledge that You have undertaken Your own inspections and made Your own independent enquiries in reaching Your decision to enter into these Terms and Conditions.

7. Termination

(a) Leisa Hunt Photography may terminate these Terms and Conditions at any time without notice.

(b) Upon termination You must immediately pay Leisa Hunt Photography all outstanding Fees (if any) that You owe Leisa Hunt Photography.

(c) Your obligations under clauses 1, 2, 3, 4, 5, 6, 8, 9, 10 and 11 survive the termination of these Terms and Conditions.

8. Assignment

(a) Leisa Hunt Photography may assign its rights and liabilities arising under these Terms and Conditions.

(b) You are not entitled to assign or purport to assign any of Your rights or liabilities under these Terms and Conditions without the prior written consent of Leisa Hunt Photography (which consent may be withheld).

9. Acceptable Usage Rules

You agree that the Acceptable Usage Rules form part of these Terms and Conditions and if there is any conflict between these Terms and Conditions and the Acceptable Usage Rules, then these Terms and Conditions will prevail.

10. General

(a) Each party warrants by agreeing to abide by these Terms and Conditions that they have obtained independent legal and financial advice on these terms and conditions.

(b) An obligation imposed on two or more persons binds each of them jointly and severally.

(c) If a provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part the provision is ineffective only to the extent of the invalidity or unenforceability and the validity or enforceability of all other provisions of these terms

and conditions are not affected.

(d) A party may validly give a notice to another party only by:

(1) personally serving the notice on the other party (the notice is treated as received at the time of service of the notice);

(2) leaving the notice at the address of the party as specified in these terms and conditions or as otherwise notified in writing by that party to the sending party at any time (the notice is treated as received at the time the notice is left at the relevant address);

(3) posting the notice by prepaid post to the address of that party as specified in these terms and conditions or as otherwise notified in writing by that party to the sending party from time to time (the notice is treated as received 5 days after the date on which it is posted);

(4) emailing the notice to the email address of the other party and the email will be deemed to have been received within 24 hours of the time that the email is sent; or

(5) sending the notice by facsimile, without transmission error (the notice is treated as received on production of a "successful transmission" notice) to the facsimile number of the party.

(e) You are bound under these Terms and Conditions not only in Your own capacity but also in its capacity as trustee of each trust of which You are a trustee.

(f) These Terms and Conditions are governed by, and will be construed in accordance with, the laws of the State of Victoria in the Commonwealth of Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria and the courts of appeal from them.

(g) Waiver of a breach of, or default under, these Terms and Conditions or of any right, power, authority, discretion or remedy created or arising upon a breach of, or default under, these Terms and Conditions:

(1) is not waived by any failure to exercise or delay in exercising or partial exercise of any right, power, authority, discretion or remedy under these terms and conditions; and

(2) must be in writing and signed by the party granting the waiver.

(h) Each party must do all things and execute all further documents necessary to give full effect to these Terms and Conditions.

(i) There are no other representations, promises, warranties, covenants or undertakings between the parties and these Terms and Conditions supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

11. Dictionary

1.1 Definitions

The following words have these meanings in these terms and conditions unless the contrary intention appears:

Acceptable Usage Rules Means the Acceptable Usage Rules which govern the use of the Website and which are available from <http://www.leisahunt.com>.

|<http://leisahunt.weiv.com.au> .

Details Means all details You supply to Leisa Hunt Photography including, without limitation, Your name, street address, postal address, email address and credit card details.

Images Means any images available for download from the Website.

Photographs Means any photographs available for download from the Website.

Website Means <http://www.leisahunt.com> . | <http://leisahunt.weiv.com.au> . or any

other Website operated by Leisa Hunt Photography from which Leisa Hunt Photography provides Photographs or Images.

Leisa Hunt Photography Means Leisa Hunt Photography Pty Ltd ABN 77 109 828 006.

You and Your Means any person who downloads or views any Photograph or Image from the Website.

Acceptable Usage Rules

These usage guidelines describe the proper kinds of conduct and prohibited uses of Leisa Hunt Photography services. These usage guidelines are not exhaustive and Leisa Hunt Photography reserves the right to modify them at any time, effective upon posting of the modified usage guidelines to <http://www.leisahunt.com.au>

By using this website and the photographs and images available from it and thereby accepting the Leisa Hunt Photography Terms and Conditions, you also agree to abide by these usage guidelines as modified from time to time.

1. YOUR GENERAL RESPONSIBILITIES

The Leisa Hunt Photography website enables you to download your commissioned photographs and images in low-resolution format. Leisa Hunt Photography provides the Leisa Hunt Photography website with the goals of

- 1.1. ensuring the security and privacy of its users;
 - 1.2. maintaining an image and reputation of Leisa Hunt Photography as a reliable and responsible provider of photography services; and
 - 1.3. encouraging the responsible use of the photographs and images and discouraging any degrading, libelous or illegal uses.
- Consequently, Leisa Hunt Photography expects you, and all other users of the Leisa Hunt Photography website, photographs and images, to use them with courtesy and responsibility.

Violation of these usage guidelines is strictly prohibited and may result in the immediate termination of your access rights to our website, photographs and images. You remain solely liable and responsible for your use of the Leisa Hunt Photography website photographs and images and any and all content that you display, upload, download or transmit through the use of this website.

Indirect or attempted violations of these usage guidelines, and actual or attempted violations by a third party on your behalf, are deemed to be violations of these usage guidelines by you.

2. ILLEGAL OR HARMFUL USE

You may use the Leisa Hunt Photography website, photographs and images only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or these usage guidelines is strictly prohibited.

Leisa Hunt Photography reserves the right, at its sole discretion, to restrict or prohibit any and all uses of the Leisa Hunt Photography website or content and to remove

any materials from its servers as it considers at its sole discretion to be harmful to its servers, systems, network, reputation, good will, other Leisa Hunt Photography customers, or any third party. Examples of such material include, without limitation, any material that falls within the following categories:

Infringement

Material which is an infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property rights used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

Offensive Materials

Material which constitutes the transmission, dissemination, sale, storage or hosting of any material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

Harmful Content

Material which constitutes the dissemination or hosting of harmful content including, without limitation, viruses, trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

Fraudulent Conduct

The furnishing of false data on any signup forms, contracts or online applications or registrations, or the fraudulent use of any information obtained through the use of the Leisa Hunt Photography website.

3. SYSTEM AND NETWORK SECURITY AND INTEGRITY

Violations of Leisa Hunt Photography' or any third party's server, system or network security through the use of the Leisa Hunt Photography website are prohibited, and may result in criminal and civil liability. Leisa Hunt Photography may, at its sole discretion, investigate incidents involving such violations. Leisa Hunt Photography may involve and cooperate with any law enforcement agency if a criminal violation is reasonably suspected. Examples of server, system or network security violations include, without limitation, the following:

Hacking

Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.

Interception

Unauthorized monitoring of data or traffic on any network, server, or system without express authorization of the owner of the system, server, or network.

Intentional Interference

Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also includes, without limitation, the use of any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

Falsification of Origin

Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition includes the use of aliases or anonymous re-mailers.

Avoiding System Restrictions

Using manual or electronic means to avoid any use limitations placed on the Leisa Hunt Photography website such as timing out.

Failure to Safeguard Accounts

Failing to prevent unauthorized access to accounts, including any account passwords.

4. E-MAIL

You may not use Leisa Hunt Photography' mail or other servers or another website's mail or other servers to relay e-mail without the express permission of the relevant account holder or the relevant website.

5. COMPLAINTS

Leisa Hunt Photography aims to provide excellent service and prompt resolution of any grievances.

You should retain all invoices and other documentation from any purchase to assist in any claim you might have. This will also assist us to deal with your grievance.

If you have a complaint about our product or service please contact Leisa Hunt Photography on +61 03 9571 8228 or mail@leisahunt.com clearly describing the circumstances of your complaint.

Leisa Hunt Photography will respond to your issue as soon as possible after investigating it.

If we are unable to resolve the complaint to your satisfaction within a reasonable time, you may write to the Department or Fair Trading in the appropriate Australian State or Territory.