## **Website Terms and Conditions – Marketing Goodness**

Hey there, every website has a set of terms and conditions, here's mine.

Marketing Goodness ABN 43 764 296 427 PO BOX 3658 WAREEMBA NSW 2046

When you visit MarketingGoodness.com.au and browse the sections you're agreeing to comply with the following terms and conditions of use, which together with our privacy policy and website disclaimer set out how you can use this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to <a href="www.marketinggoodness.com.au">www.marketinggoodness.com.au</a> and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

#### **Disclaimer and Copyright**

It's quite simple. The stuff on the site has been created, written or produced for Marketing Goodness customers. Copying or reproducing information for your own gain is not cool.

So, stay cool. Ask for our help if you need it and we'll stay cool too.

The images we use are either taken by Marketing Goodness or licensed to us. Using them in other ways means artists don't get paid properly. And we don't want that. Why? Cause that's not cool either.

We look after your info too. If you sign up for something you don't have to worry about us using your details or giving them to other people. Cause that's icky and so against the Marketing Goodness way of doing things. So, stay cool and enjoy Marketing Goodness in the way it was intended and more cool stuff from Marketing Goodness will come your way.

And please, don't download my stuff and sell it as your own (See below).

### **No Competitors**

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, then you are considered a competitor of Marketing Goodness.

While I'm happy for you to visit my site, it does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents to use as your own, for resale.

If you breach this term, we're able to hold you responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use.

### It's my site, and I reserve the right to change the terms if I need to.

Marketing Goodness reserves the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. I'll let you know if there are any significant changes.

## Marketing Goodness shares information of a general nature

When you visit our website, I don't know who you are. Not aware of your personal situation or business scenario. Information provided is of a general nature only.

Which means, we're not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website.

It's up to you to use good judgement and understand your own situation and whether the things we talk about are right for you.

This includes your use or reliance on any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

# **Digital Goods**

Digital goods are delivered immediately, and a link sent to you via email.

Please be aware there are always risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

Please check your junk mail folders and settings.

Marketing Goodness does not take responsibility for non-delivery of goods if your email settings prevent it.

# **Competition and Consumer act**

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), www.marketinggoodness.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

#### Other websites and links to them

There are times where we'll share links to other websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between marketing goodness and the owners of those websites.

We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

# Keeping your information safe

At marketinggoodness.com.au we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Credit card information is not stored by us on our servers.

# **Agreement**

These terms and conditions represent the whole agreement between you and marketinggoodness.com.au concerning your use and access to our website and your use and access to the documents and information on it.

No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

# **Marketing Goodness complies with Australian laws**

This agreement and this website are subject to the laws of NSW and Australia. If there is a dispute between you marketinggoodness.com.au then you must submit to the jurisdiction of the courts of NSW.