



# WEBSITE TERMS AND CONDITIONS

## Website

a) Welcome to [www.geminiprimelamb.com.au](http://www.geminiprimelamb.com.au) (the 'Website'). The Website provides marketing, digital, communications and photography services (the 'Services').

(b) The Website is operated by Gemini Prime Lamb Sires. Access to and use of the Website, or any of its associated Products or Services, is provided by Gemini Prime Lamb Sires. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

(c) Gemini Prime Lamb Sires reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Gemini Prime Lamb Sires updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

## Accuracy of content

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice.

## Use

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions. You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

## Indemnification for loss or damage

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitor's fees of every kind and nature incurred by you or any third parties through you.

## Intellectual property and copyrights

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or

replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement. If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address: [janine@outridersmedia.com.au](mailto:janine@outridersmedia.com.au)

### **Trademarks**

The trademarks and logos contained on this Website are trademarks of Gemini Prime Lamb Sires. Use of these trademarks is strictly prohibited except with Our express, written consent.

### **Links to external websites**

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites. You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

### **Limitation of Liability**

We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

(a) Gemini Prime Lamb Sires's 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.

(b) You expressly understand and agree that Gemini Prime Lamb Sires, its 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.

### **Information Collection**

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, [please read our Privacy Policy at www.geminiprimelamb.com.au](http://www.geminiprimelamb.com.au)

### **Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

## **Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of Victoria, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Victoria.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

## **General Disclaimer**

(a) 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.

(b) Subject to this clause, and to the extent permitted by law:

(i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(ii) Gemini Prime Lamb Sires 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.

(c) 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 the affiliates, directors, officers, employees, agents, contributors and licensors of Gemini Prime Lamb Sires make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Gemini Prime Lamb Sires) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(i) 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;

(ii) 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);

(iii) costs incurred as a result of you using the Website, the Services or any of the products of Gemini Prime Lamb Sires; and (iv) the Services or operation in respect to links which are provided for your convenience.

*Craig Mitchell*

Date: 30 November 2021