

Cutler Brands Website Terms & Conditions – draft as at 13 Jan 2023

Welcome to www.cutlerbrands.com.au (**Website**) where you can explore our products. The Website is owned and operated by Cutler Brands Pty Ltd A.C.N. 050 166 160 (**Cutler Brands**). Access to and use of this Website and the products and services available through this Website are subject to the following terms and conditions (**Website Terms**).

By accessing and using this Website, you accept and agree to be bound by the Website Terms, as may be updated by us from time to time.

You should read these Website Terms, and if you have any questions, comments, or concerns please do not hesitate to [contact us](#). We stand by our products and service and we are here to help.

In these Website Terms, the expressions "we", "us" and "our" are a reference to Cutler Brands.

1 Amendments

Cutler Brands may amend these Website Terms from time to time, without notice to you. Amendments will be effective immediately upon posting on this Website. Your continued use of the Website will represent an agreement by you to be bound by the Website Terms as amended. You should review these Website Terms from time to time to keep yourself updated of any amendments.

2 Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the content and products without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

3 Content

The content contained on this Website and as to the products, is general in nature and current when published. The content on the Website is not advice, nor it is tailored for individual circumstances.

The content contained on this Website is given in good faith and is believed to be accurate, appropriate and reliable at the time of publication. It is provided for general information only. You should undertake your own research and consideration of the matters contained on this Website.

If you would like specific information for your needs, please contact us.

4 Privacy

Cutler Brands collects personal information from you. Cutler Brands is committed to protecting your personal information. For more information on how we collect and use your personal information, see our [Privacy Policy](#).

5 Third Party Linked Websites

This Website may contain links to other third party websites, which are not operated by Cutler Brands. Cutler Brands has no control over these websites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

Your use of these third party websites will be subject to their own website terms and conditions.

6 Intellectual property and Other Legal Rights

All intellectual property rights and any other legal rights in all software and content on this Website, such as copyright, logos, brands, trade marks, names, videos, graphics photographs, website text, site get-up and layout, is owned and remains the property of Cutler Brands or its affiliates, partners and licensors as applicable and is protected by Australian and international laws and treaties.

You may store, print and display the content supplied solely for your own personal use, but your use of this Website grants no rights to you in the intellectual property of Cutler Brands or its affiliates, partners and licensors, or any other rights relating to the content of this Website. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content in part or in whole or copies of the content supplied to you or which appears on this Website, nor may you use any such content in connection with any business or commercial enterprise without our permission.

If you are unsure about the use of any content on this Website, or you want to use anything on this Website for any purpose other than for a use as described above, you must contact us and obtain our written consent.

7 Security

We take cyber security seriously. We apply a range of security controls to protect the Website from unauthorised access. However, you should be aware that the World Wide Web is an unsecure public network that gives rise to a potential risk that a user's transactions are being viewed, intercepted or modified by third parties or that files which you download may contain computer viruses, disabling codes, worms or other devices or defects.

Cutler Brands accepts no liability for any interference with or damage to your computer system, software or data occurring in connection with or relating to the Website or its use. You are encouraged to take appropriate and adequate precautions to ensure that whatever is selected from this site is free of viruses or other contamination that may interfere with or damage your computer system, software or data.

8 Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

9 Limitation of liability

We have taken great care to ensure the information on the Website is as correct and accurate as possible. The information on the Website is also updated regularly.

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However, the material and content displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy, content, products, as far as they are not excluded by consumer guarantees and other consumer protection provisions available to you, and that are contained in the Australian Consumer Law.

To the extent permitted by law, Cutler Brands disclaims all liability (direct and indirect) in connection with any loss or damage, arising out of or in connection with use of access of this Website and Cutler Brands' products or services and you accept Cutler Brands will not be liable or responsible for any loss or damage suffered by you.

10 Indemnity

By using this Website, you agree to indemnify, defend and hold harmless Cutler Brands against all direct or indirect, claims, liability, damages or expenses incurred by us that arise from or in connection with your use of this Website, any breach of these Website Terms, or inaccurate information or warranties provided.

11 Variation

Cutler Brands reserves the right in its absolute discretion at any time and without notice to amend, remove or vary any page of this Website.

12 Questions or complaints

If you have any questions in relation to these Website Terms or have a complaint, please let us know. We have procedures in place to answer your questions and we will use to try and resolve any complaints when they first arise.

13 General

This website is created and controlled by Cutler Brands in Adelaide, South Australia. These Website Terms, will be governed by the laws of South Australia in the South Australian State Courts, and where applicable Commonwealth laws in the Federal Court of Australia (Adelaide Registry). By using this Website you submit to the jurisdiction of those courts.

If any part of these Website Terms is unenforceable, it will be severed without affecting the validity and enforceability of any other part of these Website Terms.