

# SA Fashion Network - Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR WEBSITE

## SAFN Terms

### General, capacity and deemed acceptance

As expressed in these Terms, 'SAFN', 'Us', 'We' or 'Our' means Christina Politis (ABN 63 708 066 894) as sole trader, trading as SA Fashion Network operating a national Australian website for people at [www.safashionnetwork.com.au](http://www.safashionnetwork.com.au) ('Website'), and which:

- provides users and/or members of the Website with advertising platform and forum for South Australian fashion businesses, and businesses which will provide benefits to members/the public with their offerings/products/services;
- provides users and/or members of the Website with a resource to access local fashion industry members business offerings; and
- provides users and/or members of the Website a platform/resource to help support their own businesses through their elected membership/advertising/sponsorship structure; and
- provides users or members of the Website with a platform, in their capacity as 'vendors' to sell certain offerings/products/services to other members members/the public;
- provides users and/or members of the Website with access to such other services or platforms provided on the Website from time to time,

(the 'Services').

SAFN provides the Services through the Website.

The SAFN Privacy Policy, and any other terms, conditions or notices displayed on the Website or provided to You by SAFN, forms part of these Terms and Conditions of Use (collectively, the 'Terms'). By continuing to browse and use the Website and/or engage the Services, 'You' or 'Your' (as the context allows) irrevocably agree to these Terms as set out. You should review the Terms carefully and immediately cease using the Website if you do not agree to the Terms.

It is intended that these Terms are legally binding on You and Us. By accessing or using the Website, You are deemed to accept these Terms which together with the SAFN Privacy Policy, and any other terms, conditions or notices displayed on the Website or provided to You by SAFN, govern Our relationship with You in relation to the Services.

SAFN may amend and/or vary these Terms and fees associated with an Applicable Category (as that term is defined below) at any time and at the sole discretion of SAFN, and You agree to be bound by these Terms as amended and/or varied if You continue to use the Website and/or engage the Services. The amended and/or varied Terms will be published in or on the Website from time to time and You will be given reasonable notice of such change to any fees. You should check these Terms regularly prior to accessing the Website and/or Services to ensure You are aware of any amendments and/or variations.

Where SAFN develop an application for use in tandem with the Website, Your use of that application shall be governed by the Terms (and any all references to the Website in the Terms shall be considered references to that application as well as the Website).

The following capitilised terms have the following definitions:

- 'Australian Consumer Law' means Schedules 1 and 2 of the *Competition and Consumer Act 2010* (Cth) and any other relevant provisions contained in that Act.

- ‘**Consequential Loss**’ means loss of revenue, profits, anticipated savings or business, data, value of equipment (other than cost of repair), opportunity or expectation and any form of consequential, special, indirect, punitive or exemplary loss or damages, however it arises (including as a result of negligence).
- ‘**Consumer**’ has the meaning in the Australian Consumer Law.
- ‘**Loss**’ means any liability, however it arises (including as a result of negligence) and includes any loss, claim, damage, demand, injury or death and a fine or penalty imposed by a statutory or other authority.

## **Your Information and Our Privacy Policy**

Your Privacy is important to Us.

By using the Website and/or engaging Services, You may choose to provide Us with personal information such as Your name and email address and any other details requested by Us so that You may access any membership, advertising or sponsorship category offered on the Website (‘**Applicable Category**’). You must ensure that any information given to Us in connection with Your Applicable Category, or the Services generally, is accurate and current. We will handle all of Your personal information in accordance with Our SAFN Privacy Policy. You agree that You have read and accept Our SAFN Privacy Policy.

## **Our Information**

While We use all reasonable attempts to ensure the accuracy and completeness of the information on Our Website, to the extent permitted by law, including the Australian Consumer Law, We make no warranty regarding this. You accept that it is Your responsibility to monitor any changes to the information on Our Website and take reasonable steps to ensure its accuracy and completeness.

## **Intellectual Property & Copyright**

Unless otherwise indicated, SAFN owns or licences from third parties all rights, title and interest including copyright, designs, patents, trademarks and other intellectual property rights and all material including all text, videos, graphics, logos, button icons, images, audio, digital downloads, data complications and software (‘**Material**’), on the Website and/or imbedded within the Services (collectively, the ‘**Owned Content**’). All of the Material is protected by Australian copyright laws and trademark laws. Your use of the Website and Services and any access to the Owned Content does not grant or transfer any rights, title or interest to You in relation to the Owned Content.

You may not copy, further develop, reverse engineer, reproduce, re-publish, modify, alter, download, post, broadcast, transmit or otherwise use the Owned Content in any way, except to the extent permitted by law.

## **Your Use and terms related to Your use on Your devices**

Subject to the benefits in Your Applicable Category, the Website and/or Services are for Your personal use only. You may not use the Website and/or Services, or any of the Owned Content therein, to further Your commercial purposes, including any advertising or advertising revenue generation activity on Your personal website(s).

## **Electronic Communications**

When You use the Website, engage the Services and/or sign up to a Applicable Category, You may be communicating with Us electronically ('**Electronic Communications**'). You consent to receive Electronic Communications, such as notifications and emails, from Us. You can retain copies of Electronic Communications for Your records only.

When engaging Us through Electronic Communications, You must ensure the content of that Electronic Communication does not breach any law, is not obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, and does not contain software viruses, spam or any alike material ('**Prohibited Communications**'). You accept all responsibility for any damage or liability arising from Your sending of Prohibited Communications.

## **Linked sites**

Our Website may contain links to websites operated by third parties. Those links are provided for convenience and/or may be required to enliven an ancillary service required by Website in its operation may not remain current or be maintained. Unless expressly stated otherwise, We do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## **Account, Membership Categories & Cancellations**

To access the Website, Services and an Applicable Category, You may require an account ('**Account**'). You are required to maintain the confidentiality of Your Account and associated information including Your password and login details (where applicable). You agree to accept responsibility for all activities that occur under Your Account. Creation of an Account and use of the Website and/or Services are not available to children. If you are under the age of 18 years, it is a requirement that the Account is opened with the appropriate consent from a parent or guardian (and in doing so that parent or guardian also accepts these Terms).

Your access to the Services may be subject to Your classification within an Applicable Category. The Applicable Categories, are as follows:

- General Public Subscription
- Student Membership
- Graduate Membership
- Industry Membership
- Advertising Partner

Your purchased Applicable Category must be paid in full before commencement (in the manner nominated by Us). The associated price for each of the Applicable Categories outlined above will be displayed in the Fees section of the Website and confirmed upon your subscription depending on the Applicable Category You subscribe for and the level of Membership Benefits You choose to obtain. These fees displayed on the website maybe changed from time to time by Us with notice of this by updating the relevant fees section.

You acknowledge that the stated Applicable Category price may be exclusive of any fees, taxes and/or statutory or Government charges. All applicable fees, taxes and statutory or Government charges (including GST, where applicable) shall be listed on the applicable invoice and such amounts shall be charged to, and be paid for, by You in addition to the stated Applicable Category price.

We note that the payment terms for the Applicable Category and Membership Benefits will be confirmed as outlined above, however in most instances it will be a fixed 12-month subscription payable upfront with no refund on cancellation. At the completion of the 12-month subscription You may choose to renew Your subscription.

### **General Public Subscription**

Information required by You:

- A valid email address

Benefits:

- Free newsletter, monthly – to keep up to date with news/events/discounts/shop access (to be able to purchase goods/products off of the Website) and happenings to promote sponsors and members.

### **Membership (Industry)**

Information required by You:

- All information necessary to create an Account (as prompted on the Website).
- All information necessary to create a trade profile for Your business, including a password (as prompted on the Website).
- Details of unique products (which will tie in with the SAFN Website shop), a biography about offerings, Your business, its location and trading hours.
- Whether tags have been added to Your products to help other Website members and/or the public searching for those products.

Benefits:

- Ability to on-sell products / old items (such as sewing machines, and dead stock fabrics) You may have.
- Access to the 'Employment Directory', where members can advertise that they are seeking employees (which will only be visible to other members).
- Ability to create an 'Event' appearing in the Events section on the Website, where member invitees can access tickets.
- Access to the following 'Base Benefits':
  - The opportunity to showcase Your business; advertise to a broad SAFN member database and the public, Your products, services and consumer benefits.
  - Assistance finding employees and employees to find jobs.
  - Networking for the purpose of business growth.
  - Connecting with like-minded industry members, and inclusion as part of a supportive community.
  - Locate suppliers and stockists from the SAFN trade and services member directory.
  - The ability to create and attend promotional events advertised through the SAFN Website's 'Events Calendar'.
  - The opportunity to sell online, through access to e-commerce via Website profiles (products can be uploaded and included within the Website's 'Shop').
  - Advertise Your business/services/product direct to a fashion audience.
  - Access to world fashion industry news and trends updates.

### **Membership (Student/ Graduate)**

Information required by You:

- All information necessary to create an Account (as prompted on the Website).
- All information necessary to create a personal profile for You, including Your unique skills, education history, industry experience, portfolio images if required and, the type of employment you're looking for.

Benefits:

- Support for recent TCF (Textile Clothing and Footwear) graduates looking for employment, or who are newly employed for the first time.

- Access to certain networking events, informative seminars, skill-building workshops and internship opportunities.
- Access to the classifieds product and service directory (for purchases).
- Access to the 'Employment Directory', where Student Members can advertise that they are seeking employment, and apply for employment (which will only be visible to other members).
- Tags used to assist and match Student Members with employers looking for specific skills.

### **Advertising Partners (Membership Industry Related Business)**

Information required by You:

- All information necessary to create an Account (as prompted on the Website).
- All information necessary to create a trade profile for Your business, including a password (as prompted on the Website).
- Details of unique products (which will tie in with the SAFN Website shop), a biography about offerings, Your business, its location and trading hours.
- Whether tags have been added to Your products to help other Website members and/or the public searching for those products.
- All information necessary to populate an Advertising Partners Agreement, and entry into an Advertising Partners Agreement between You (and Us).

Benefits:

- Ability to on-sell products / old items (such as sewing machines, and dead stock fabrics) You may have.
- Access to the 'Employment Directory', where members can advertise that they are seeking employees (which will only be visible to other members).
- Access to the classifieds product and service directory.
- Ability to advertise Your business/services/products to the public on the Website Directory in the appropriate Website page for a period of time agreed between You and Us for each individual advertisement.

### **Advertising Partners (one off)**

Information required by You:

- All information necessary to create an Account (as prompted on the Website).
- All information necessary to create a trade profile for Your business, including a password (as prompted on the Website).
- Details of unique products (which will tie in with the SAFN Website shop), a biography about offerings, Your business, its location and trading hours.
- Whether tags have been added to Your products to help other Website members and/or the public searching for those products.
- All information necessary to populate an Advertising Partners Agreement, and entry into an Advertising Partners Agreement between You (and Us).

Benefits:

- Ability to advertise Your business/services/products to the public on the Website Directory in the appropriate Website page for a period of time agreed between You and Us for each individual advertisement.

The Benefits outlined above in respect of each of the Applicable Categories are purely indicative Benefits that may be provided within each of the Applicable Category. The Benefits will alter and are bespoke on a case-by-case basis and will be confirmed at the time of subscription and dependent on the level of Benefits agreed in Your subscription.

### **Fabric Library and Shop**

In addition to the above Applicable Categories You will have the opportunity to apply/elect to be a '**Vendor**' through the Website. As a Vendor You will have the opportunity to display and sell fashion items which are approved by Us including and not limited to second hand items such as fabric, sewing machines, shop racks, manikins and other related items.

You will need to agree to sign up to become a Vendor via the Fabric Library or Shop section of the Website and SAFN will in its sole discretion approve your request (and may cancel your status as a Vendor at any time subject to SAFN's sole discretion). If your request is approved, You will receive confirmation and instructions on how to proceed with adding your products etc.

If You purchase fabric from the Fabric Library section of the Website as a member, the color in the photo displayed is assumed to be within 5-10% shade tolerance (and you reasonably accept this variance in making a purchase) and further you undertake if you need further clarification from any pictures please contact the following email address: [hello@safashionnetwork.com.au](mailto:hello@safashionnetwork.com.au) (at which point, SAFN will put you in touch with the appropriate Vendor to seek further clarity before purchases). You agree to this obligation as a key condition to accepting these Terms.

If a member chooses to purchase any items from the Fabric Library or Shop section of the Website the following refunds and returns policy applies:

#### Fabric Library

- Upon receipt of any fabric, You should inspect it and advise of any issues within 7 days to the following email address [hello@safashionnetwork.com.au](mailto:hello@safashionnetwork.com.au).
- We will facilitate direct engagement with the Vendor at that point to assist with your queries.
- There will be no returns for change of mind or for any fabric which has been altered from its original form i.e. cut, stained or mishandled.
- In the event that you agree to return to the Vendor you will be liable for any freight costs and the Vendor and You will be responsible for agreeing the refunds and returns direct.

#### Shop

- Upon receipt of any product from the Shop, You should inspect it and advise of any issues within 7 days to the following email address [hello@safashionnetwork.com.au](mailto:hello@safashionnetwork.com.au).
- We will facilitate direct engagement with the vendor at that point to assist with your queries,
- In the event that you agree to return to the vendor you will be liable for any freight costs and the vendor and You will be responsible for agreeing the refunds and returns direct.

When purchasing products from the Fabric Library or Shop section of the Website the items displayed may not be up to date and unavailable we will endeavor to update as soon as possible and in the event that they are no longer available You will be notified as soon as possible.

### General Licence & Access

Subject to Your compliance with these Terms, SAFN may grant You a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Services ('**Licence**'). The Licence does not include any resale or commercial use of the Services, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools.

All rights not expressly granted to You in these Terms are reserved and retained by SAFN or its licensors, suppliers, publishers, rightsholders, or other content providers. The Services, nor any part of the Services may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of SAFN (which may be withheld absolutely). You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information of SAFN without express written consent from SAFN. You may not use any meta tags or any other hidden text utilising the SAFN name or trademarks without the express written consent of SAFN. You may not misuse the Services. You may use the Services only as permitted by

law. The licence that may be granted to You by SAFN to access the Services may be terminated by SAFN:

- at any time and for any reason; and
- if You do not otherwise comply with these Terms.

## **Use of Applications and Services**

Your use of the Website and/or engagement of the Services must be utilised in a manner as advised by Us. If You access the Website and/or engage the Services on or from an Android device, which You or someone else 'rooted' (the process of modifying the software of an Android device) or on or from an iOS device which You or someone else 'jail broke' (the process of modifying the software of an iOS device), SAFN shall not be responsible for the security of Your data, including Your personal information, and You shall bear all responsibility for any breach, illegal access, loss and/or corruption of such data (and You indemnify and forever release SAFN against such losses, claims or damages in any form).

## **Third Party Providers**

You acknowledge and agree that the Services and/or information provided on the Website are provided by SAFN and, from time to time, may be provided by third parties (including contractors or members who are Vendors) either elected by SAFN or who otherwise are users of the Website ('**Third Party(s)**'). You covenant and agree that, where the Services and/or information are provided by a Third Party:

- Your relationship, legal or otherwise, is directly with that Third Party and You may be subject to further terms of the Third Party; and
- You agree that SAFN takes no responsibility and accepts no liability for any damage, loss, cost, expenses, liability, claims, demands, actions, proceedings, injury (personal and/or death) or dispute due to, arising out of or resulting from (either directly or indirectly) the actions or omissions (whether wilful, negligent or otherwise) of any Third Party, or as between You and the Third Party.

## **Disclaimer of Warranties & Limitation of Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall We be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to Your use of the Website and/or engagement of the Services, as a result of the inaccessibility of the Website and/or Services or the fact that the Information is incorrect, incomplete or not up-to-date.

We make no warranties or representations about the Website or the Services, including, but not limited to, being free from error or software virus. You expressly agree that Your use of the Website and/or the Services is at Your sole risk.

We reserve the right to restrict, suspend or terminate without notice Your access to the Website, or Your access to the Applicable Category, at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## **Limitation of Liability and Indemnity**

If You are not a Consumer, We shall not be liable in any circumstances:

- for any damages to any property of whatsoever kind resulting from the provision of the Services (as applicable) supplied or performed by Us pursuant to the Terms;
- for any defects in the Services unless You provide Us written notice within seven (7) days of the defect specifying the defect, notice of which shall be a condition precedent to any right to recovery by You;
- for any Loss arising from delay;
- for any Consequential Loss.

To the maximum extent permitted by law, You hereby indemnify and forever holds Us harmless from all Loss caused or contributed to by any negligent and/or wilful act or omission or any breach of these Terms by You, or by Us arising from the provision of Services in accordance with these Terms.

To the extent permitted by law, 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 total price paid by You for the provision of the Services under these Terms.

## **Australian Consumer Law Guarantees – Limitation of Liability**

If You are a Consumer and any of the Services supplied by Us are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those Services is limited to, at Our option:

- the supply of the Services again; or
- the payment of the cost of having the Services supplied again.

Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, You are entitled:

- to cancel Your service contract with Us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure You are entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to cancel Your contract and obtain a refund for the unused portion of the contract.

## **Confidentiality**

You agree to treat all confidential information and ideas communicated by Us and other Website users confidential, and agree not to divulge that information to any third party, without the owners written consent. All confidential information and ideas communicated by Us and other Website users to You is done so on a 'commercial in confidence' basis thereby, You agree not to reproduce or provide said information in any manner to any third party without the prior written approval of the owner.

## **Jurisdiction and Governing Law**

Your use of the Website, the Services and these Terms are governed by the law in force in the State of South Australia and You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in South Australia and the Federal Court of Australia (Adelaide Registry).

## **Assignment**

You shall not assign Your rights and/or obligations under the Terms, without the prior written consent of Us.

We may assign Our rights and/or obligations under the Terms, without Your consent.

## **Severance and construed terms**

If any part of the Terms are or become void or unenforceable, that part is or will be severed from the Terms, with both parties agreeing that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance. No provision of these Terms shall be construed by any Court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

## **Waiver**

A right may only be waived in writing, signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.

## **Notice and procedure for making claims of intellectual property infringement or complaints**

SAFN respects the intellectual property of others. If You believe that Your intellectual property rights are being infringed, please report this to Us at the following email address: [hello@safashionnetwork.com.au](mailto:hello@safashionnetwork.com.au).

This email address may be used to report all types of intellectual property claims to SAFN including, but not limited to, copyright, trademark, and patent claims.

We respond quickly to the concerns of rights owners have about any alleged infringement, and We terminate the Applicable Category of repeat offenders in appropriate circumstances.

Written claims concerning copyright infringement must include the following information:

- An electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that You claim has been infringed upon;
- A description of where the material that You claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorised to act on the copyright owner's behalf.