

UPTOWN OUTBACK TERMS & CONDITIONS

Welcome to the website operated and owned by Uptown Outback (ABN 26296395482) / www.uptownoutback.com.au. (the 'Website'). The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the 'Products'). The Website provides this service by way of granting you access to the content on the Website (the 'Purchase Services'). The terms 'We', 'Us' and 'Our' refer to Uptown Outback.

Please read these Terms and Conditions (the 'Terms') carefully. These Terms and Conditions govern the supply of any Product ordered by you on the Website. Usage by you of this website is conditional upon your acceptance of our Terms and Conditions.

If you require clarification of any Terms and Conditions, please contact Uptown Outback prior to ordering any Products.

Acceptance of the Terms and Conditions

By accessing the Website, browsing the Website or ordering a Product, you agree to be bound by these Terms and Conditions, and our terms of service. This includes additional Terms and Conditions contained herein and/or available by Hyperlink. If you do not agree to all the Terms and Conditions, then you may not access the Website, browse the Website or order any Products.

Our terms apply to all users of the site, without limitation. You must be over eighteen (18) years of age to use this Website, to be legally able to accept these Terms and Conditions, or to purchase Products from this Website. We will not sell knives or other restricted Products to persons under the age of 18, nor will persons under the age of 18 be permitted to attempt to purchase knives or other restricted Products from our Website.

Any new features or tools subsequently added to the Website shall also be subject to the Terms of Service, the most current version of which will be contained on this page.

We reserve the right to change our Terms and Conditions at any time, without notice. It is your responsibility to refer to this page at each usage, to check for amendments. Your continued usage of this website constitutes your acceptance of the Terms and Conditions, and indicates that you understand them.

Registration to use the Purchase Services

In order to access the Purchase Services, you must first register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Email address
- (b) Preferred username
- (c) Mailing address
- (d) Telephone number
- (e) Password

You warrant that any information you give to Uptown Outback in the course of completing the registration process will always be accurate, correct and up to date. Please ensure your details as entered, are correct.

Once you have completed the registration process, you will be a registered member of the Website and agree to be bound by the Terms. As a Member you will be granted immediate access to the Purchase Services.

You may not use the Purchase services and may not accept the Terms if:

- (a) you are not of legal age to form a binding contract with Uptown Outback; or
- (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

Purchase of Products and Returns Policy

In using the Purchase Services to purchase the Product from the Website, you will agree to the payment of the purchase price (the 'Purchase Price') listed on the Website for the Product.

Payment of the Purchase Price may be made through Stripe (the 'Payment Gateway Provider'). In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

An order placed by you is an offer by you to purchase the Product for the price specified in this Website. Uptown Outback may reject your offer for any reason, including unavailability of the Product, limited quantities, pricing error or Product description error, or order error. Pricing and availability of Product may change at any time and can be affected by the advertising of Product through other channels and media. Uptown Outback may limit the sale of our Products to any person, geographic region or jurisdiction. In the event that Uptown Outback wishes to amend or cancel your order, we reserve the right to contact you by email and/or billing address and/or telephone provided.

Following payment of the Purchase Price being confirmed by Uptown Outback, you will be issued with a receipt to confirm that the payment has been received and Uptown Outback may record your purchase details for future use. Uptown Outback will retain title to the Products until full payment has been received and the Products have been dispatched from the depot. Upon dispatch, risk and title to the Products will be transferred to you.

Uptown Outback may, at their sole discretion, provide a refund on the return of the Products within 14 days where the product packaging is unopened and remains in a saleable condition. You acknowledge and agree that you are liable for any postage and shipping costs associated with any refund pursuant to this clause. Refunds will only be made to the card where original payment was made.

Warranty

Uptown Outback's products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the "Warranty"). We do not warrant that the quality or physicality of any Products will meet your expectations, or that any errors in service will be corrected.

You may make a claim under this clause (the "Warranty Claim") for material defects and workmanship in the Products usually within 14 days from the date of purchase (the "Warranty Period"). Warranty Claims beyond 14 days will certainly be considered on a case by case basis, where a major item fault would not become apparent until further time has elapsed under normal domestic conditions.

In order to make a Warranty Claim during the Warranty Period, you must provide proof of purchase to Uptown Outback showing the date of purchase of the Products, provide a description of the Products and the price paid for the Products by sending written notice to Uptown Outback at P.O. Box 102 Cleveland Qld 4163 or by email at admin@uptownoutback.com.au.

Where the Warranty Claim is accepted then Uptown Outback will, at its sole discretion, either repair or replace any defective Products or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely liable for any postage or shipping costs incurred in facilitating the Warranty Claim.

The Warranty shall be at the sole and exclusive warranty granted by Uptown Outback and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Products to which this warranty relates.

All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.

The Warranty does not apply to any appearance of the supplied Products nor to the additional excluded items set forth below nor to any supplied Products where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

Promotional Vouchers and Gift Vouchers

Vouchers may only be utilised under the timeframe and conditions stated on them, can only be used once, only used singularly per transaction, and cannot be used in conjunction of other offers. Vouchers do not accrue interest, nor have a cash value, cannot be used to purchase more vouchers, and will become unusable after the expiry date.

If you place an order for Products of less than the voucher value, no refund or residual credit will be returned to you. Lost or stolen vouchers will not be replaced.

Where multiple Products are purchased using a voucher, and a Product is subsequently returned, discount will be apportioned on a pro rata basis for the purposes of establishing refund values.

Issued vouchers may exclude certain products, or be restricted to a specific product.

You are responsible for the correctness of email addresses, where vouchers are sent by email.

Fraudulent or deceptive attempts, or suspicious attempts to utilise a voucher will result in the closure of your account and/or require a different means of payment.

Delivery

You acknowledge the Purchase services offered by Uptown Outback integrate delivery (the 'Delivery Services') through the use of third party delivery companies (the 'Delivery Service Providers').

In providing the Purchase Services, Uptown Outback may provide you with a variety of delivery and insurance options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that Uptown Outback is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.

In the event that an item is lost or damaged in the course of the Delivery Services, Uptown Outback asks that you contact us by sending an email to admin@uptownoutback.com.au detailing the circumstances.

Comments, Feedback and Submissions

If at our request, you send specific submissions, or without a request from us you send ideas, suggestions, plans or other materials by whatever means, you agree that Uptown Outback may without restriction edit, copy, publish, distribute, translate or otherwise use these comments. Uptown Outback will be under no obligation to treat your comments as confidential, pay compensation, or respond. We will maintain your confidentiality, unless we have your written consent to publish your name.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, discriminatory or otherwise objectionable, or violates any party's intellectual property.

You agree that your comments will not violate any right of any third party, contain libellous or offensive material, contain computer viruses or malware. You will not use false email addresses, assume another's identity, or mislead as to the origin of any comments. We will not be held responsible by comments made by you, or a third party.

Copyright and Intellectual Property

The Website, the Purchase Services and all of the related products of Uptown Outback are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Website (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes, and are reserved by Uptown Outback or its contributors.

Uptown Outback retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the website will transfer you:

- the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Uptown Outback; or

- the right to use or exploit the business name, trading name, domain name, trade mark or industrial design; or
- a system or process that is the subject of a patent, registered design or copyright (or an adaption or modification of such a system or process).

You may not, without the prior written permission of Uptown Outback and the prior permission of any other relevant rights owners: broadcast, republish, copy, re-sell, up-load to a third party, transmit, post, distribute, show or play in public, adapt, or change in any way the Content or third party consent for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

Your Obligations

Our store is hosted by SiteGround, and platformed through WooCommerce, to allow us to sell our services to you.

As a member you agree to comply with the following:

You will use the Purchase Service only for purposes that are permitted by:

- the Terms;
- any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
- any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Uptown Outback of any unauthorised use of your password or email address or any breach or security of which you have become aware;
- access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of uptown Outback providing the Purchase Services;
- you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website
- you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the website without notice and may result in the termination of the Purchase Services. Appropriate legal action will be taken by Uptown Outback for any illegal or unauthorised use of the Website; and
- you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

You must not, nor attempt to:

- interfere or disrupt the Website or the servers or networks that host the Website
- use our products for any illegal or unauthorised purpose
- violate any laws in your jurisdiction, including but not limited to copyright laws
- transmit worms, viruses or any code of a destructive nature.

Privacy

Uptown Outback takes your privacy very seriously and any information provided through your use of the Application and/or Purchase Services are subject to Uptown Outback's Privacy Policy.

We use Secure Socket Layer (SSL) encryption technology to encrypt the information sent from your computer to our computer, to protect your privacy.

You understand that your Content (excluding Credit Card information) may be transferred unencrypted and involve transmissions over various networks, and may change to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.

We may provide you with access to third-party tools or links that we do not monitor, nor have control over, and are not affiliated with. You acknowledge and agree that we provide access to these tools without any

warranties, representations or conditions of any kind, and without endorsement. We shall have no liability arising from or relating to your use of optional third-party tools.

Pricing

Prices quoted on the website are in Australian Dollars and are inclusive of GST. Prices may be subject to change without notice. We reserve the right to modify or discontinue a service or product without notice. We will not be held liable for any modification, price change, suspension, or discontinuance of any service or product.

General Disclaimer

Uptown Outback does not make any terms, guarantees, warranties, representations or conditions regarding the Products other than provided pursuant to these Terms.

Uptown Outback will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website. We will endeavour to correct any inaccurate information, typographical errors, or omissions within 24 hours after we become aware of them. We will not be responsible for inaccuracies or errors caused by incorrect information provided to us by our Product suppliers.

Nothing in these 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.

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

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these terms are excluded; and
- (b) Uptown Outback 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 Purchase Services or these Terms (including as a result of not being able to use the Purchase services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the Website, the Purchase Services, and any of the Products is at your own risk. Everything on the Website, Purchase Services, and the Products of Uptown Outback, are provided to you on an 'as is' and 'as available' basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Uptown Outback (including any third party where the Delivery services are made available to you) make any express or implied representation or warranty about its Content or any products or Purchase services (including the products or Purchase Services of Uptown Outback) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) 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, temporary suspension of our service;
- (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the website, the Purchase Services or any of the Products;
- (d) the Content or operation in respect to links which are provided for the User's convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

Limitation of Liability

Uptown Outback's total liability arising out of or in connection with the Purchase services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid

the Purchase Price, then the total liability of Uptown Outback is the resupply of information or purchase services to you.

You expressly understand and agree that Uptown Outback, its affiliates, employees, agents, contributors, third party content providers 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.

Uptown Outback is not liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Uptown Outback, by third parties or by any of the Purchase Services offered by Uptown Outback.

You acknowledge that Uptown Outback does not provide the Delivery Services to you and you agree that Uptown Outback will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

Termination of Contract

The Terms will continue to apply until terminated by either you or by Uptown Outback as set out below:

If you want to terminate the terms, you may do so by:

- (a) notifying Uptown Outback at any time; and
- (b) closing your accounts for all of the Purchase Services which you use, where Uptown Outback has made this option available to you.
- (c) Your notice should be sent in writing to Uptown Outback via the 'Contact Us' link on our homepage.

Uptown Outback may at any time terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) Uptown Outback is required to do so by law;
- (c) The partner with whom Uptown Outback offered the Purchase Services to you has terminated its relationship with Uptown Outback or ceased to offer the Purchase services to you;
- (d) Uptown Outback is transitioning to no longer providing the Purchase Services to Users in the country in which you are resident or from which you use the service; or
- (e) The provision of the Purchase Services to you by Uptown Outback is, in the opinion of Uptown Outback, no longer commercially viable.

Subject to local laws, Uptown Outback reserves the right to discontinue or cancel your membership to the Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Purchase Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts on Uptown Outback's name or reputation or violates the rights of those of another party.

When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Uptown Outback have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

Indemnity

You agree to indemnify Uptown Outback, its affiliates, employees, agents, contributors, third party content providers and licensors from and against

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the website or any attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of Terms.

Dispute Resolution

Compulsory: If a dispute arises out of or relates to the Terms, either party may not commence any tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

Notice: A party to the Terms claiming a dispute has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the dispute.

Resolution: On receipt of that Notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 7 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Department of Justice South Queensland Dispute Resolution Centre or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own cost associated with the mediation;
- (d) The mediation will be held in Brisbane, Australia.

Confidential: All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

Termination of Mediation: If 1 month has elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

Venue and Jurisdiction

The Purchase Services offered by Uptown Outback is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent Legal Advice

Both parties confirm and declare that the provisions of the terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.