

TERMS AND CONDITIONS

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

Definitions

T's & C's means these terms and Conditions.

Services means the services supplied by the Service Provider to the Customer as described on the Website, in any invoice, quotation, estimate, sales order or any other form as provided by the Service provider to the Customer.

The Website means the website www.recordmylife.com.au

Customer means the Customer set out in any quote, offer or documentation provided by the Service provider, or in the absence of such information, the customer who places the order.

We / Us / Service Provider etc means Record My Life and any subsidiaries, affiliates, employees, officers, agents or assigns.(ABN 96932314733)

Contract means the contract formed as a result of accepting a service either an Audio or Picture book, when 50% deposit has been paid. It includes these terms, any covering letter, quotation, estimate and any other document that refers to these terms.

Claim means any actual, contingent, present and future claim, demand, action, suit or proceeding for any liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising , whether direct or indirect, and whether in contract , tort, including but not limited to negligence or otherwise.

Liability means any loss, liability, cost, payment, damages, debt or expense, (including but not limited to reasonable legal fees)

Price means the price of the services as set out in the prices and payment contained on the website or quotation give by the Service Provider.

Acceptance of terms and placement of orders

Any order by the Customer to the Service Provider and/or any acceptance of any Service by the Customer will constitute agreement of these Terms and Conditions by the Customer.

If the Service Provider accepts an Order, the parties will have created a binding Contract and the Service Provider will supply the services to the Customer, and the Customer will pay the price to the Service Provider in accordance with the terms of the Contract (which includes these t&c's).

The Service Provider may cancel any Contract at any time prior to providing the Services with no liability other than to repay any amount of the Price paid in advance of the cancellation.

The Service Provider may charge, in addition to the Price, any other fees and charges that the Service Provider notifies the customer from time to time .ie: travel expences.

If the Customer cancels any Contract, the Service Provider may at its discretion require the Customer to pay to the Service Provider any costs associated with the cancellation of the Contract.

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 authorize 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.

If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.

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 solicitors 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 License 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:

mylifevoice@outlook.com

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.

Access

The Customer will be responsible for arranging and organizing access to the property for the purpose of an interview. All legal rights of the resident must be adhered to.

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.

Guarantee

In consideration of the Service Provider having at the request of the Guarantor agreed to supply Services to the Customer, the Guarantor agrees with the supplier as follows: the Guarantor unconditionally guarantees to the Service Provider due and punctual payments by the Customer for all services supplied by the Service Provider to the customer and all interest and other charges payable by the Customer to the Service Provider in accordance with terms agreed upon between the Service Provider and the Customer ("the Debt"). The Guarantor will pay to the Service Provider on demand any part of the Debt that the Customer fails to pay on the due date, whether or not the Service Provider has demanded payment from the Customer.

The Guarantor will indemnify the Service Provider against any liability incurred by or assessed against the Service Provider in connection with the supply of services to the Customer and the recovery of moneys owing to the Service Provider by the Customer including but not limited to the enforcement of this guarantee and collection and legal costs calculated on a solicitor and own client basis.

If all or any part of the Debt is not or ceases to be recoverable from the Customer for any reason, then as separate, additional and severable agreement the Guarantor: (i) unconditionally indemnifies the Service Provider against all loss, damage, costs (including legal costs on a full indemnity basis) and expenses which the Service Provider incurs because of any of these matters, and (ii) will pay the amount of the loss, damage, costs or expenses to the Service Provider on demand.

This indemnity applies whether the relevant transactions were void from the beginning or were subsequently avoided, and even if any of the relevant facts were or should have been known to the Service Provider.

This Guarantee is a continuing guarantee and a continuing indemnity for the whole of the Debt and is irrevocable. It will not be discharged by any settlement of account or intervening payment while any part of the Debt remains owing.

To give effect to this guarantee the Service Provider may act as though the guarantor were the principal debtor. The Guarantor waives any rights as surety that may at any time be inconsistent with the provisions of this Guarantee or that would restrict the Service Provider's rights under it.

Where this Guarantee is given by more than one person, the obligations of the Guarantor under this Guarantee take effect as joint and several obligations and references to the Guarantor take effect as references to all those persons or any of them. No Guarantor will be released from liability under this Guarantee because: (i) any other Guarantor named in this Guarantee does not execute this Guarantee: or

(ii) this Guarantee ceases to be binding as a continuing security on any other Guarantor: or (iii) the Service Provider releases any other Guarantor from liability under this Guarantee.

The Service Provider may from time to time without discharging the Guarantor from liability under this Guarantee and without notice to or the consent of the Guarantor grant time or

any concession or indulgence to the Customer, compound deal or compromises with or release the Customer in relation to all or any part of the Debt, and postpone the exercise of or enforce or retain from enforcing any right, power, remedy or other security of or available to the Service Provider in respect of the Debt.

This Guarantee will at all times be valid and enforceable against the Guarantor despite:

- (i) Winding up, bankruptcy or death of the Customer or any other Guarantor:
- (ii) The fact that no notice, claim or demand for payment has been given to or made on the Customer, or been taken against the Customer, or been taken against the Customer for payment;
- (iii) The fact that any negotiable instrument or other security is outstanding or in circulation at the time proceedings are taken against the Guarantor under this Guarantee; or
- (iv) Any other matter which, but for this provision, would cause the release of the Guarantor from this Guarantee under the law relating to sureties.

If any payment made to the Service Provider by or on behalf of the Customer in respect of the Debt is subsequently avoided or set aside for any reason, that payment will be deemed not to have discharged or affected the Guarantor's liability under this Guarantee. In that event, the Service Provider would be restored to the person in which it would have been if the payment had not been made.

The Guarantor charges in favour of the Service Provider all the Guarantor's right, title and interest in all and any present and future real and personal property owned by the Guarantor (whether alone or with any other person as a tenant in common or joint tenant) now or at any time during the continuance of this Guarantee, to secure all money payable under these provisions.

This Guarantee binds the Guarantor's legal personal representatives and successors and ensures for the benefit of the Service Provider's successors, assigns and transferees.

Disclosure

Prior to the Services being carried out the Customer must disclose to the Service Provider:

Anything relevant to the supply of the Services:

If the services are being obtained by any third party.

The Customer must provide the Service Provider with written details of any required specifications of the Services at the time the Customer provides an order to the Service provider. The Customer must ensure that the Specifications of the stated Services in any order by the Customer will be fit for the intended purposes of the services.

The Customer represents and warrants that all information and representation that the Customer has given to the Service Provider are true and correct and that the Customer has not failed to disclose anything relevant to the supply of the services.

If there are any errors in any plan, specification or other information by the Customer to the Service Provider, the Service Provider will be entitled to vary the Price.

Dispute Resolution

If a dispute arises between the Service Provider and the Customer the parties must comply with the Service Providers dispute resolution process. To this end the parties with a complaint against the other is first required to notify the other of the dispute by giving written notice specifying the nature of the dispute, the outcome required and the action believed necessary under the circumstances that will assist both in settling the dispute.

Each party will then in good faith attempt to resolve the dispute by negotiation, and if the dispute in some aspect involves payment of monies, the party withholding payment is required immediately upon receipt of the notice to deposit the disputed amount into an escrow account with instructions pertaining to the release of funds. Undisputed amounts must be paid forthwith.

Liability

The Service Providers liability for any Liability or Claim in relation to these t&c's, the Contract, and any supply of Services will be limited to the amount of the Price paid by the Customer to the Service Provider.

The Service Provider will not be liable to the Customer or any other person for any Liability of any kind whatsoever arising directly or indirectly (whether under state, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business , opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss of any similar loss whether or not in the reasonable contemplation of the parties.

Warranties

The Service Provider does not warrant the service are fit for any purpose whether or not made known by the Customer or any third party to the Service Provider or any member of the Service Provider's Personnel.

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.

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 Victoria or any other appropriate country or jurisdiction.

Price

The customer must not withhold, make deductions from, or set-off, payment of any money owed to the service provider for any reason.

Prices displayed on the web site are current at the time of issue, but may change at any time. The price is exclusive of GST unless otherwise stated by the service provider in writing.

Deposit and Payment terms

The customer must pay 50% of the price quoted and any amounts payable to the service provider at the time of placing the order, which will incite the binding of the Contract , the remaining amount, which may vary slightly depending on circumstances either higher or lower but no more or less than 20% of the quoted price , must be paid prior on delivery of product – picture book.

No refund will be given if interview has been carried out and Customer cancel's or does not want the audio/picture book anymore.

Indemnity

The Customer indemnifies the Service Provider and each member of the Service Provider's personnel on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:

The Customer's breach of these t&c's or any Contract;

The negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;

Damage to the property of the Customer or any third party during the provision of services; the services not being fit for any particular purpose;

the Customer or any member of the Customer's Personnel directly or indirectly causing delay in the supply of any services;

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the Customer or any member of the Customer's Personnel purporting to cancel a Contract.

Miscellaneous

These t&c's or any Contract may only be amended with the Service Provider's express written agreement. Any waiver by the Service Provider must be express and in writing. The Service Provider's rights under these t&c's or any contract do not exclude any other rights the Service Provider may have at law. If any provision of these t&c's or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply.

The Customer must immediately provide written notice to the Service Provider if there is any direct or indirect change in the Control of the Customer. The Service Provider may assign any rights or benefits under any contract or these t&c's or any Contract to any third party.

The Customer may only assign any rights or benefits under any Contract or these t&c's or any Contract with the Service Provider's prior written consent.

These t&c's and any Contract will be governed by the law of the state in which the Service Provider's address is located.

In these t&c's:

The headings do not affect interpretation;

The singular includes the plural and vice versa, and a gender includes other genders;

A reference to a document or instrument includes the document or instrument as notated, altered, supplemented or replaced from time to time;

A reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;

A reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority agency, minister, corporation or instrumentality or any other entity;

A reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;

A word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;

The meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions;

Any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;

If a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on the next business day.

Termination

The Service Provider may immediately terminate, or suspend the performance of, and Contract and the Customer must immediately pay any money owed to the Service Provider if:

The Customer breaches a term of these t&c's or any Contract and does not remedy the breach within 7 days;

The Customer breaches a term of these t&c's or any Contract which is not capable of remedy;

There is any direct or indirect change in the Control of the Customer; or

An insolvency Event arises in relation to the Customer.

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