

**1. DEFINITIONS**

- 1.1 **Additional Charges** means any additional charges arising from or incidental to this Contract, including (but not limited to):
  - a. all and any freight and delivery costs;
  - b. storage costs, as contemplated in clause 4.2;
  - c. costs incurred with respect to the Customer's cancellation of its order (as contemplated in clause 5.5);
  - d. any administration fees or interest charged by Indah Island.
- 1.2 **Contract** means the agreement between Indah Island and the Customer, consisting of the following documents:
  - a. these terms and conditions;
  - b. any quotation; and
  - c. any annexure to the above documents.
- 1.3 **Customer** means the person, firm, organisation or corporation submitting an Order with Indah Island, in accordance with these terms and conditions, and includes the Customer's agents, officers, employees and subcontractors.
- 1.4 **Delivery Location** means the location provided by the Customer to Indah Island as the shipping address to which the Product(s) ordered by the Customer shall be delivered.
- 1.5 **GST** has the meaning given in the *A New Tax System (Goods and Services) Act 1999* (Cth).
- 1.6 **Indah Island** means Indah Island Pty Ltd (ACN 619 256 852) as trustee for The Indah Island Trust trading as either Indah Island or Indah Island & Co and includes its successors and assigns or any person acting on behalf of and with the express authority of Indah Island.
- 1.7 **Loss** means any claim, action, damage, loss, liability, cost, charge or expense.
- 1.8 **Manufacturer's Specifications** means all and any specifications contained in manuals, guides and any other materials produced by a Manufacturer for any Product(s), or provided by a Supplier, from time to time.
- 1.9 **Newsletter** means any newsletter issued by Indah Island to its Customers, from time to time.
- 1.10 **Order** means any request or, order made by the Customer to Indah Island from time to time, as contemplated in clause 3.
- 1.11 **Quotation** means any quotation provided by Indah Island with respect to the supply of any Product(s), as requested by a Customer from time to time.
- 1.12 **Price** means the price charged by Indah Island for supplying any Product(s), excluding Additional Charges.
- 1.13 **Product** means any product available for purchase from Indah Island and supplied by a Supplier.
- 1.14 **Social Media** means any social media platforms used by Indah Island, including Facebook and Instagram.
- 1.15 **Supplier** means the respective manufacturer or supplier of any of the Product(s) supplied by Indah Island.
- 1.16 **Variation** means a variation of an Order or Product specifications in accordance with clauses 5.1 and 5.2.
- 1.17 **Website** means Indah Island's website at <http://indahisland.com>.

**2. ACCEPTANCE**

- 2.1 The terms of the Contract shall be deemed to have been accepted by the Customer on the earlier of:
  - a. the Customer requesting a Quotation from Indah Island;
  - b. the Customer submitting an Order to Indah Island, or instructing Indah Island to proceed with an Order via any of the methods contemplated in these terms and conditions, including (but not limited to) those set out in clause 3;
  - c. the Customer using the Website;
  - d. the Customer registering with Indah Island to receive any Newsletter; or
  - e. Indah Island issuing an invoice to the Customer for payment.
- 2.2 Indah Island will only supply Products to the Customer on the terms and conditions of this Contract to the exclusion of any other agreement or understanding, whether subsisting or entered into before or after the date of this Contract and for the avoidance of

doubt shall take precedence to any terms and conditions notwithstanding any terms stated in any other document to the contrary.

**3. ORDERS AND PAYMENT**

- 3.1 A Customer may submit an order by:
  - a. adding any Product(s) to the 'shopping cart' on the Website;
  - b. sending correspondence to Indah Island via Social Media or to the email address [sales@indahisland.com](mailto:sales@indahisland.com); or
  - c. telephone.
- 3.2 If a Customer submits an Order via the Website, the Customer must:
  - a. provide all of the information requested, including the shipping address and any special delivery instructions; and
  - b. make payment of the Price, by way of credit card or any other payment method accepted by Indah Island as at the time an Order is submitted.
- 3.3 If a Customer submits an Order in accordance with clauses 3.1b. and c. above:
  - a. Indah Island may provide a Quotation for the Price;
  - b. the Customer must provide all and any information requested by Indah Island, including the Customer's shipping address and any special delivery instructions; and
  - c. the Customer must make payment of the Price, by way of credit card or any other payment method accepted by Indah Island as at the time the Customer instructs Indah Island to proceed with the Order, which for the avoidance of any doubt includes the Customer proceeding with an Order via the 'shopping cart' on the Website.
- 3.4 The Customer acknowledges and agrees that:
  - a. unless expressly stated on any Quotation or invoice issued by Indah Island, the Price does not include any Additional Charges (in particular, freight or delivery costs which may apply for supplying the Product(s));
  - b. the Order is not completed and the Product(s) will not be shipped to the Customer until both the Price and all and any Additional Charges which may apply are paid by the Customer, and received by Indah Island;
  - c. if, once an Order is submitted, the Customer unreasonably delays (as determined by Indah Island) paying any Additional Charges which may apply, then Indah Island is not under any obligation to hold or store the Product(s) subject of the Order and clause 5.5 shall apply;
  - d. if, for any reason, the Product(s) is unavailable or unable to be supplied following payment of the Price being made by the Customer, then Indah Island shall arrange a refund of the Price to the Customer, an exchange or a store credit, at the Customer's reasonable discretion; and
  - e. until payment of the Price and Additional Charges is made in full and without deduction to Indah Island, the Supplier or Indah Island (as the case may be) retains title to the Product(s);
  - f. it may receive an Order confirmation email following the Order being submitted, and that this confirmation email is provided for convenience only and is not a guarantee from Indah Island that the Product(s) are available or in stock; and
  - g. if the Price of the Product(s) included in the Order are more than what was displayed on the Website at the time the Order was submitted, Indah Island will contact the Customer to advise of the change in the Price and to obtain consent from the Customer to proceed with the Order. In the event the Customer does not wish to proceed with the Order, then the Customer shall receive a refund in full for the Product(s) affected by the change in Price.
- 3.5 At Indah Island's sole discretion, a non-refundable deposit may be required and, where applicable, Indah Island reserves the right not to supply the Product(s) until that deposit has been paid in full.

- 3.6 Unless expressly included, the Price and Additional Charges exclude:
- a. all GST payable in respect of the supply. If GST is applicable, then the Customer shall be liable to pay all GST payable in respect of a taxable supply; and
  - b. all and any other taxes, duties, liabilities and imposts which may be imposed by any governmental agency from time to time, including (but not limited to) customs duty and any value added tax.
- 3.7 Except as otherwise expressly stated in this Contract, the Price and Additional Charges paid by the Customer are non-refundable.
- 4. DELIVERY AND COLLECTION**
- 4.1 Upon an Order being submitted, or the request of a Quotation from a Customer, Indah Island shall notify the Customer of the freight and delivery costs which may apply, and which must be paid before the Product(s) are dispatched to the Customer. For the avoidance of any doubt, the Customer acknowledges and agrees that:
- a. subject to this clause 4, Indah Island will arrange 'standard' delivery only (and will not arrange express or other priority delivery methods) to the ground floor of a delivery location only; and
  - b. in notifying the Customer of the freight and delivery costs, Indah Island shall re-issue the invoice for the Product(s), inclusive of the freight and delivery costs, for which the Customer must immediately make payment before the Product(s) will be dispatched to the Customer.
- 4.2 In the event that the Customer wishes to collect the Product(s) directly from the Supplier, the Customer acknowledges and agrees that:
- a. it must collect the Product(s) within 14 days of Indah Island confirming the Product(s) is ready for collection;
  - b. it is solely responsible for inspecting the Product(s) at the time of collection and will be deemed to have accepted the condition of the Product(s) if the Customer proceeds to collect the Product(s) from the Supplier;
  - c. if the Customer fails to collect the Product(s) within the above timeframe, then Indah Island reserves the right to charge any storage fees. For the avoidance of any doubt, if storage fees are charged, the Customer will be required to pay the storage fees before the Product(s) will be released to the Customer; and
  - d. If the Customer fails to collect the Product(s) within 14 days of being notified that the Product(s) is available for collection, then:
    - i. Indah Island shall arrange for the Product(s) subject of the Order to be delivered to the Delivery Location, or any other address provided by the Customer, in accordance with this clause 4. For the avoidance of any doubt, the Customer shall be liable for all and any additional freight charges incurred by Indah Island and Indah Island will issue a further invoice to the Customer in that respect, for which the Customer must immediately make payment before the Product(s) will be dispatched to the Customer; and
    - ii. if the Product(s) are unable to be successfully delivered, then the Customer will be deemed to have cancelled its Order and clause 5.5 shall apply.
- 4.3 With respect to delivery of the Product(s), the Customer acknowledges and agrees that:
- a. all risk in the Product(s) passes to the Customer upon the Product(s) being collected by the Customer, or collected by the courier responsible for delivery of the Product(s) to the Customer's Delivery Location;
  - b. it is solely responsible for measuring the relevant parts of the Delivery Location, including (but not limited to) entryways, elevators, any stairways and proximity to electrical outlets
- (where applicable). For the avoidance of any doubt, Indah Island shall not be liable for any Loss suffered or incurred by the Customer arising directly or indirectly from the Product(s) not being within the measurements required for the Customer's Delivery Location;
- c. it is solely responsible for advising Indah Island, by way of special delivery instructions, of any requirement for urgent delivery. For the avoidance of any doubt, Indah Island shall use its reasonable endeavours to arrange the quickest delivery method possible, but cannot make any guarantee as to the delivery date and time;
  - d. if its Order is for multiple Products, then there may be multiple deliveries made to the Customer's Delivery Location, depending on the number of Suppliers supplying the Products;
  - e. it is solely responsible for advising Indah Island, by way of special delivery instructions, of any delivery obstacle, including (but not limited to) difficult access or stairways. The Customer further acknowledges and agrees that it shall be responsible for any Additional Charges incurred as a result of any delivery obstacle;
  - f. it must be present at the time of delivery, or arrange for an authorised person to be present. The Customer shall be solely liable for any futile delivery and redelivery charges imposed by the courier, and Indah Island will require the Customer to pay those Additional Charges prior to redelivery being completed;
  - g. where the Customer elects to arrange its own courier or other third party to collect the Product(s) subject of the Order, it is solely responsible for taking out transit insurance for the purposes of any damage caused to the Product(s) between the courier's collection of the Product(s) from the Supplier and delivery of the Product(s) to the Customer's Delivery Location. For the avoidance of any doubt, Indah Island shall not be liable for any Loss suffered or incurred by the Customer directly or indirectly arising from the transport and delivery of the Product(s) to the Customer;
  - h. assembly and installation of any Product(s), and rubbish removal, are not included in any delivery service;
  - i. except where otherwise agreed in writing by Indah Island, delivery to the Delivery Location must occur between 9:00am and 5:00pm Monday to Friday (inclusive, but excluding public holidays and weekends in the relevant State of the Delivery Location). For the avoidance of any doubt, the Delivery Location cannot be a post office box address or a parcel locker;
  - j. where applicable, Indah Island shall not be liable for any Loss suffered or incurred by the Customer arising directly or indirectly from the Customer granting an authority to leave to the courier, for the purposes of delivery;
  - k. it is solely responsible for:
    - i. unpacking and checking the Product(s) for any faults or damage, upon delivery to the Delivery Location and before signing acceptance of delivery;
    - ii. noting any concerns on the delivery consignment note before signing it, and arranging for the courier driver to initial the Customer's notes; and
    - iii. where possible, taking a photograph of the fault or damage; and
  - l. if delivery is unable to be completed within 14 days of the first delivery attempt to the Delivery Location, or at least 3 delivery attempts to the Delivery Location have been made, then the Customer will be deemed to have cancelled its Order and clause 5.5 shall apply.
- 4.4 In the event the Customer's Delivery Location is located outside of Australia, the Customer shall contact Indah Island via email at [sales@indahisland.com](mailto:sales@indahisland.com), providing the following details:
- a. the Customer's full details, including shipping address and any special delivery instructions;

- b. details of the Product(s) for which the Customer wishes to submit an Order.

Upon receipt of the above details from the Customer, Indah Island shall provide a Quotation.

**5. VARIATIONS, CANCELLATIONS AND RETURNS**

5.1 Subject to agreement in writing by Indah Island, the Customer may vary its Order, including the Product(s) purchased, by request from the Customer to Indah Island (**Variation Request**).

5.2 Where a Variation Request is accepted by Indah Island, the Customer acknowledges and agrees that:

- a. Indah Island shall provide the Customer a Quotation to undertake the Variation to an Order, or an amended Quotation (as the case may be);
- b. the Customer must, within 5 business days of receiving the new Quotation contemplated in clause 5.2a. above, notify Indah Island in writing as to whether the new Quotation is accepted or rejected;
- c. if the new Quotation is rejected by the Customer, then the Customer's original Order shall proceed, unless the Customer cancels the Order in accordance with clause 5.5;
- d. if the new Quotation is accepted, then:
  - i. the Customer must pay any additional Price or Additional Charges which may apply, as a result of the Variation;
  - ii. Indah Island shall amend the Order accordingly and proceed with the Order, upon receipt of payment for the Price and any Additional Charges, in full and without deduction.

5.3 The Customer acknowledges and agrees that Indah Island will not provide any refund on the basis that a Customer:

- a. has changed its mind with respect to the Product(s) that are subject of an Order; or
- b. subject to clauses 5.1 and 5.2 above, wishes to vary the colour, pattern or size of a Product(s).

5.4 In the event that, upon collection and delivery (as contemplated in clause 4), the Product(s) are faulty, damaged or defective, then:

- a. the Customer must:
  - i. within 24 hours of collecting, or receiving delivery of, the Product(s), contact Indah Island via email at [office@indahisland.com](mailto:office@indahisland.com); and
  - ii. subject to confirmation and approval of the return in writing from Indah Island, the Customer shall return the allegedly faulty, damaged or defective Product(s), in its original packaging, to Indah Island's address nominated in writing; and
- b. Indah Island shall arrange a refund, exchange or store credit, in its reasonable discretion.

For the purposes of this clause 5.4, the Customer acknowledges and agrees that:

- c. it shall not be entitled to a refund, exchange or store credit if Indah Island reasonably determines that the Product(s) has not been returned in the same condition as it was received by the Customer;
- d. damage caused to the Product(s) as a result of misuse, poor handling, negligence or poor care shall not constitute a fault, damage or a defect;
- e. if the outer packaging of the Product(s) is noticeably damaged at the time of collection or delivery, the Customer shall be solely responsible for not accepting collection or delivery or, in the case of minor damage to the outer packaging, for complying with clause 4.3k.;
- f. to the maximum extent permitted by the law, it shall not be entitled to a refund, exchange or store credit if the Customer accepts collection or delivery of the Product(s) that is faulty, damaged or defective;
- g. for the avoidance of any doubt, any reference to a fault or defect contemplates one or more of the following:

- i. a serious flaw in the Product(s) not known by the Customer at the time of submitting the Order, except to the extent that the Customer was put on notice as to the flaw;
- ii. the Product(s) does not match the description provided on the Website, as reasonably determined by Indah Island; and
- iii. the Product(s) are not fit for purpose, which in the interests of clarification, includes a Product(s) described as being waterproof on the Website, but is found to not be waterproof at the time of collection or delivery;
- iv. for the purposes of clarification, the following will not be considered a serious flaw or constituting a fault, damage or a defect, as reasonably determined by Indah Island in its sole discretion:
  - A. insignificant minor imperfections;
  - B. superficial blemishes;
  - C. minor movement cracks;
  - D. insignificant or minor variations in dimensions, colour, grain or finish;
  - E. damage caused after the Customer has accepted the Product(s) or provided an authority to leave, including (but not limited to) weather damage, wear and tear caused by the Customer, improper assembly or modification by the Customer and any other damage occurring as a result of the Customer's handling.

5.5 In the event the Customer wishes to cancel its Order, or the Order is deemed to have been cancelled as contemplated in clauses 3.4c., 4.2d. 4.3l., then:

- a. the Customer shall remain liable for all and any Loss, including Additional Charges, suffered or incurred by Indah Island arising from the cancellation of the Order, and Indah Island may apply any payment received from the Customer to that Loss; and
- b. for the avoidance of any doubt:
  - i. any deposit and Additional Charges already paid are non-refundable; and
  - ii. subject to clause 5.4, any Price paid with respect to custom or special-ordered Product(s) are non-refundable.

**6. CUSTOMER ACKNOWLEDGEMENTS**

6.1 Without limiting any other acknowledgement by the Customer in this Contract, the Customer acknowledges and agrees that:

- a. the Website may contain links to third party websites, and those links are provided for convenience only. Indah Island shall not be responsible or liable for the accuracy, safety, security or content of those third party websites;
- b. it has not relied on any representation or warranty made by Indah Island which has not been stated expressly in this Contract, or on any descriptions or specifications contained in any document published or provided by Indah Island, including the Manufacturer's Specifications;
- c. Indah Island may share the Customer's information to its Suppliers and any courier engaged on the Customer's behalf, for the purpose of fulfilling any Order submitted by the Customer;
- d. there may be minor variations (as reasonably determined by Indah Island) between the images shown on the Website of the Product(s), and the Product(s) supplied to the Customer, including minor variations in colours and patterns;
- e. fabric upholstery may:
  - i. with respect to its colour:
    - A. vary due to different dye lots; and
    - B. be damaged or affected if stored in direct sunlight or near heaters; and

- ii. endure some temporary pilling, which shall not be considered a fault or defect;
  - f. any Product containing natural wood may be prone to movement and expansion, and therefore imperfections are normal and are not considered a fault or defect. For the avoidance of any doubt, this includes slight movement cracks in the corners of natural wood Product(s);
  - g. with respect to any sales or clearances on the Website, and any Product(s) described as “pre-loved”, “clearance” or “sale”, the following terms and conditions shall apply:
    - i. the Customer must inspect the Product(s) prior to submitting an Order;
    - ii. all Product(s) subject of this clause 6.1g. are sold on an ‘as is’ basis;
    - iii. Indah Island will not be able to reserve any Product(s) for any Customers;
    - iv. the Customer will not be able to claim any refund, exchange or store credit with respect to any Product(s) subject of this clause 6.1g.;
    - v. no additional discounts or reductions in Price shall apply; and
    - vi. existing credit notes or gift vouchers issued by Indah Island must not be used to purchase any Product(s) subject of this clause 6.1g;
  - h. if it submits an Order for any Product(s) described as “back ordered”, those Product(s) are not in stock and may significantly increase the estimated delivery times for the affected Product(s);
  - i. due to orders being made on the Website by other customers, from time to time, Product(s) showing a status of “in stock” on the Website may quickly change to “back ordered” (as contemplated in clause 6.1h. above) or unavailable. In the case of any Product(s) being unavailable, clause 3.4d. shall apply; and
  - j. Indah Island shall use its reasonable endeavours to dispatch the Product(s) to the Customer as soon as practicable, or cause the Suppliers to do so. However, the Customer acknowledges that circumstances outside Indah Island’s control may affect delivery times, including (but not limited to), pandemics, an act of God, war, terrorism, riot, insurrection, vandalism, sabotage, strike, lockout, ban, limitation of work or other industrial disturbance, law, rule or regulation of any government or governmental agency and executive or administrative order;
  - k. Indah Island uses its own unique names and codes for its Product(s), which may vary from the names and codes used by the Supplier(s), and the details ultimately displayed on any outer packaging of the Product(s) upon collection or delivery.
- 6.2 Without limiting any other representation or warranty made by the Customer in this Contract, the Customer represents and warrants that:
- a. if it is an individual, it is 18 years of age or older;
  - b. if a representative of the Customer is submitting the Order on behalf of the Customer, that representative has the required power and authority to submit the Order, enter into this Contract and perform the Customer’s obligations under this Contract; and
  - c. it has measured the relevant parts of the Delivery Location to ensure the Product(s) may be successfully delivered.
- 7. LIMITATION OF LIABILITY**
- 7.1 Except as expressly provided in this Contract, any terms, conditions, warranties, undertakings, inducements or representations, whether express, implied statutory or otherwise relating in any way to the subject matter of this Contract are excluded to the maximum extent permitted by law.
- 7.2 The Customer acknowledges and agrees that:
- a. all Product(s) must be installed (where applicable) and used strictly in accordance with the Manufacturer’s Specifications, if any;
  - b. Indah Island shall not be liable in any way for any Product not functioning or damaged as a direct or indirect result of the Customer’s misuse of the Product, or any act or omission of the Customer, as reasonably determined in Indah’s Island’s sole discretion; and
  - c. Indah Island shall not be liable for any Loss incurred or suffered by the Customer arising directly or indirectly from the Customer’s failure to strictly comply with the Manufacturer’s Specifications.
- If the Customer is a consumer within the meaning of the *Competition and Consumer Act 2010* (Cth) (**CCA**), Indah Island’s liability to the Customer is limited to those remedies set out in section 64A(1) of Schedule to the CCA, where applicable. The provisions of this clause 7 shall survive the expiry or termination of this Contract.
- 8. INDEMNITY**
- The Customer shall indemnify (and keep indemnified) Indah Island from and against any and all Loss (including all legal costs on a solicitor and own client basis) whatsoever or howsoever arising which may be incurred or suffered by Indah Island, either directly or indirectly, arising from or in connection with any one or more of the following:
- a. the breach by the Customer of any of its obligations under this Contract;
  - b. any use of a Product by the Customer;
  - c. any Order submitted by the Customer;
  - d. the termination of this Contract;
  - e. the recovery of any amount owing by the Customer to Indah Island under this Contract.
- The provisions of this clause 8 shall survive the expiry or termination of this Contract.
- 9. PRIVACY POLICY**
- This clause 9 is a privacy policy for the purposes of the Australian Privacy Principles contained in Schedule 1 of the *Privacy Act 1988* (Cth) (**Act**). A full version of the Australian Privacy Principles can be found at the Office of the Australian Information Commissioner website – <http://www.oaic.gov.au/>.
- With respect to the collection and use of information:
- a. Indah Island only collects personal information that is necessary or directly related to its business functions or activities with its Customers, including a Customer’s registration to receive the Newsletter;
  - b. examples of the personal information which Indah Island collects may include the Customer’s, where applicable:
    - i. name and address (including mail, electronic mail and telephone details);
    - ii. date of birth;
    - iii. Australian Company Number and Australian Business Number;
    - iv. payment information, including credit card or bank details; and
    - v. any other information pertaining to Indah Island’s business;
  - c. if Indah Island receives personal information from the Customer that it did not ask for, and that personal information is sensitive information or is not reasonably necessary for Indah Island’s functions or activities, Indah Island will destroy or de-identify the information;
  - d. it is unlikely that Indah Island will use the services of an overseas data centre, however if Indah Island does store a Customer’s information in an overseas data centre, Indah Island will inform its Customers prior to any storage of data overseas;

- e. subject to clauses 6.1c. and 9.2f., Indah Island may disclose a Customer's information to third parties outside of Indah Island with express permission from the relevant Customer, or if Indah Island is required to do so by law;
- f. Indah Island may disclose Customers' information to third parties who work directly with Indah Island to provide, promote or improve the Product(s) requested by the Customer, or for which the Customer engaged Indah Island. For the avoidance of doubt, this refers to both Suppliers and employees of Indah Island;
- g. Indah Island will only use your personal information for the purposes of:
- i. providing services to the Customers, in accordance with this Contract, including supply of any Product(s) and providing any Newsletter for which the Customer has registered to receive;
  - ii. invoicing and collection of monies;
  - iii. providing customer service and to obtain feedback;
  - iv. improving the services offered by Indah Island;
  - v. meeting legal requirements, including complying with court orders and valid subpoenas;
- h. Indah Island will store all emails, invoices, statements and correspondence, and endeavour to keep records of all verbal and written communications with Customers in order to have a history of all interactions between Indah Island and each Customer to provide services in an accurate and efficient manner; and
- i. in the event the Customer wishes to amend the personal information held by Indah Island, the Customer may contact Indah Island and advise of the requested amendment. Indah Island will amend the information it holds within 10 business days.
- 9.3 The Customer may opt-out of receiving email communications from Indah Island at any time by emailing Indah Island to request exclusion from Indah Island's email distribution list, including for the purposes of the Newsletter.
- 9.4 The Customer acknowledges that:
- a. the use of cookies and tracking technology:
    - i. may record information such as domain and host names, Internet protocol addresses, browser software and operating system types, click-stream patterns, and dates and times that our site is accessed; and
    - ii. allows Indah Island to improve its Website and the Customers' browsing experiences;
  - b. Indah Island may evaluate information that does not contain personal information for trend analysis;
  - c. it may be able to access other sites by clicking on links that Indah Island has provided on any part of its Website. Indah Island shall not be responsible for the privacy practices or the content of any of those linked websites;
  - d. every effort will be made by Indah Island to ensure the security of Customer's personal information to protect it from misuse, interference, loss or unauthorised access, and to ensure that Customers' personal information is complete and accurate. If a Customer's data changes, then the Customer is responsible for notifying Indah Island of those changes so that Customers' information is up-to-date and accurate;
  - e. when personal information is no longer needed, Indah Island will take reasonable steps to ensure that the relevant Customer's personal information is destroyed, de-identified, or both; and
  - f. unless an exemption under the Act applies, Indah Island will, at a Customer's written request, provide that customer with a copy of any personal information Indah Island holds regarding that Customer. Indah Island will advise the Customer of any Additional Charge which may apply for this and obtaining the Customer's agreement to those Additional Charges before providing any information.
- 9.5 Any changes to this privacy policy will be posted to Indah Island's Website, and will become effective as of the date Indah Island posts those changes to its Website.
- 9.6 In order to access, correct or update its personal information, or to raise a question or concern or complaint regarding Indah Island's collection and use of personal information, the Customer may email Indah Island at [orders@indahisland.com](mailto:orders@indahisland.com).
- 9.7 For the purposes of any complaints regarding Indah Island's collection or use of a Customer's personal information (**Privacy Complaint**), the following applies:
- a. a Privacy Complaint must be made in writing, and sent in accordance with clause 9.6 above;
  - b. a Privacy Complaint should set out the type of personal information that is the subject of the Privacy Complaint, and details of the alleged improper collection or use;
  - c. within 5 business days of receiving a Privacy Complaint, Indah Island shall respond to the Customer acknowledging receipt of the Privacy Complaint, and advise of the contact details of the person responsible for reviewing the Privacy Complaint and an estimated substantive response time (to be no more than 20 business days of receipt of the Privacy Complaint);
  - d. the substantive response shall include information regarding how the Customer may make a complaint to the Australian Information Commissioner, should the Customer not be satisfied with Indah Island's substantive response;
  - e. more information on complaints may be found at the website for the Office of the Australian Information Commissioner website – <http://www.oaic.gov.au/>.
- 9.8 If Indah Island identifies reasonable grounds to believe that unauthorised access or disclosure of any Customers' personal information has occurred, or that Customers' personal information has been lost and is at risk of being subject to unauthorised access or disclosure, then Indah Island will notify the relevant Customers in writing and provide a copy of its written statement to the Australian Information Commissioner. The following information shall be included in the written statement:
- a. a description of the possible data breach that may have occurred;
  - b. what kind of personal information has potentially been affected;
  - c. recommended steps the Customers should take in order to protect themselves; and
  - d. if applicable, the details of the source of the data breach if Indah Island has reasonable grounds to believe the data breach was constituted by a third party.
- In the event Indah Island is unable to contact the relevant Customers with respect to a notifiable data breach (for the purposes of Part IIIC of the Act).
- 10. INTELLECTUAL PROPERTY**
- 10.1 The Customer acknowledges and agrees that it does not acquire any rights, including registered and unregistered intellectual property rights, in any Product, the Website or the Newsletter.
- 10.2 The Customer must not:
- a. register or apply to register any rights in respect of any intellectual property related to any Product, the Website or the Newsletter;
  - b. seek to reproduce any Product, the Website or the Newsletter, in any way, including (for the avoidance of any doubt) any photographs displayed on the Website or Newsletter.
- 10.3 This clause 10 shall survive the expiry or termination of this Contract.
- 11. GENERAL**
- 11.1 This Contract shall be governed by the laws of Western Australia and the Customer agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia.

- 11.2 Any reference to the Customer in this Contract includes the Customer's executors, administrators, successors and permitted transferees and assigns.
- 11.3 If the Customer consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly.
- 11.4 If the Customer is a trustee, it is bound by this Contract both personal and in its capacity as trustee.
- 11.5 If any provision of this Contract shall be invalid, void, illegal or unenforceable, then the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.6 The failure by Indah Island to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Indah Island's right to subsequently enforce that provision.
- 11.7 This Contract is the entire agreement between Indah Island and the Customer, in respect of its subject matter and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.
- 11.8 A reference to money is to Australian dollars, unless otherwise expressly stated.
- 11.9 The application of the *Sale of Goods (Vienna Convention) Act 1986 (WA)* is excluded.