

ROSSCO TERMS & CONDITIONS FOR USE OF WEBSITE

Our ref: RossCoWebsiteTermsConditionsUseWebsite

1. INTERPRETATION: (sorry – it’s the boring legal stuff).

By using the Ross Connors (RosssCo) website you acknowledge and agree that you have had an opportunity to read and understand our Terms & Conditions of Use. By using this website you are accepting the practices as described herein.

- **You** or **Yours** means you the customer or visitor..
- **Account** means the personalized account created by You on our website enabling You to Order Goods.
- **Agreement** means these Terms & Conditions including the Terms of any order placed by You via our website.
- **Goods** means any products or items as ordered.
- **Services** means advice, help, information and our processes in delivering your order to you.
- **Intellectual Property** means all rights in patent, copyright, trade names, trade marks, logos, designs, images (including photographs) or service marks whether registered or registrable.
- **Material** means any information including images in any form stored and used in conjunction with the Website.
- **Order** means Your request to purchase Goods from Ross Connors (RossCo) through this website.
- **Website** or **Site** means the internet site operated & owned by Adorabella Pty Ltd (ABN 65 002 842 757) and located at www.rossconnors.com

2. GENERAL DISCLAIMER: Adorabella Pty Ltd is not liable to you or anyone else for any loss in connection with the use of our website. This general disclaimer is not restricted or modified by any of the following specific warnings or disclaimers.

3. USE OF THIS WEBSITE:

(i) Specific Warnings, Disclaimers, Liabilities & Indemnities. This website is owned and operated by Adorabella Pty Ltd (ABN 65 002 842 757) and the use of this website is subject to our Terms & Conditions of Use. The Trade Practices Act and similar State and Territory legislation in Australia may confer rights and remedies on you in relation to the provision by us of goods or services on our Website, which cannot be excluded, restricted or modified. We do not exclude these rights but do exclude all other conditions and warranties implied by custom, law or statute.

(ii) Modification: The Ross Connors (RossCo) Website and the Services are provided “as is” without warranty of any kind. Information on this Website may contain typographical errors, technical inaccuracies or other errors and may be changed from time to time without notice. Adorabella Pty Ltd & Ross Connors (RossCo) have a policy of CANEI (Constant And Never Ending Improvement) and reserves the right to make improvements or changes to products or this Website without notice.

(iii) Your use of this website: You acknowledge and agree that Your use of this Website and the Services is at Your own risk. You must take your own precautions to ensure that the process by which you use to access our website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. Adorabella Pty Ltd takes no responsibility for any such damage which may arise in conjunction with Your use of our Website.

(iv) Your obligation of discretion: Adorabella Pty Ltd will issue You with a User ID and Password to enable you Purchase from this website. You agree that the ID and Password issued to You may only be used by You and may not be used or shared by any other person. Your use of this website is for your personal and non-commercial use only. You agree that You are responsible for all use of our website and will promptly notify Adorabella Pty Ltd if You suspect that Your ID and Password is lost, stolen, compromised or misused.

(v) Indemnity: If Adorabella Pty Ltd suffers any loss or damage or incurs any cost in connection with a breach by you of these Terms & Conditions of Use, You agree to indemnify Adorabella Pty Ltd its directors, employees, agents and third parties against any claims, causes of action, debts, losses, costs, liabilities and expenses (including legal expenses on a full indemnity basis) and penalties incurred or suffered by any of them relating to or arising out of the use or inability to use or website or services.

(vi) Disclaimer: Adorabella Pty Ltd is not liable for any financial damage, including but not limited to the cost of any replacement (purchase) that may occur because of non-timely arrival or any lack of availability of the goods.

(vii) Code of Conduct: You agree that by using this website that you:

(a) will not post any material that is abusive, defamatory, hateful, harassing, inaccurate, invasive, knowingly false, profane, sexually explicit, orientated or suggestive, threatening, vulgar or in violation of any law:

(b) will not hack or deface this website:

(c) will not post any copyrighted material unless it is your own

(vii) Termination: Our Terms and Conditions of Use of this website are effective until terminated by Adorabella Pty Ltd and I may terminate your access to this Website at any time without notice. Adorabella Pty Ltd & Ross Connors (RossCo) also reserves the right to remove any message for any reason whatsoever. In the event of termination you are no longer authorized to access this website, but all restrictions imposed on you and all disclaimers and limitations of liability as set out in our Terms & Conditions of Use will survive.

4. COPYRIGHT, TRADEMARKS & LICENCE: This website is Ross Connors' (RossCo) Intellectual Property and subject to Copyright. All rights reserved. Nothing contained in this Website should be construed as granting any license. You must not in any form or by any means add, adapt, reproduce, store, distribute, transmit, print, perform, mirror or frame any webpage from within the Ross Connors (RossCo) website or publish and create derivative works from any part of this website or commercialize any information, products or services obtained from any part of this website.

5. GOVERNING LAW: Our Terms & Conditions of Use is construed and governed in accordance with the laws in force from time to time of the Commonwealth of Australia and the State of New South Wales. A failure or delay by Adorabella Pty Ltd or Ross Connors (RossCo) to exercise a power or right under this Agreement does not operate as a waiver of that power or right, and the exercise of a power or right by Adorabella Pty Ltd or Ross Connors (RossCo) does not preclude its future exercise or the exercise of any other power or right. Any action, suit or proceeding relating in any way to my Terms & Conditions of Use of Website may be instituted, heard and determined in a court of competent jurisdiction situated nearest in distance to Adorabella Pty Ltd Registered Office or in a court in New South Wales of Adorabella's choosing and each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any action, suit or proceeding.

6. CONTACT Adorabella Pty Ltd if you have any question, problem or complaint you can contact customer service at:

Location: Unit 6/11 Priestley St MITTAGONG NSW 2575 Australia

Postal: PO Box 2634 BOWRAL NSW 2576 Australia

T: International (+612) 4871 2766 In Australia (02) 4871 2766M-F 9.30 – 6pm EST

F: International (+612) 4871 2799 In Australia (02) 4871 2799

E: music@adorabella.com.au

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