

Total Eden McCracken's Website Terms of Use

1 These terms

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2 Your use of this Site

The information on our website should be used as a guide only and should not be relied upon. All of the information (including pricing and product information) on our website may change from time to time. Please contact us if you require any specific information about a product or a service that we offer.

When using this Site and the information and material contained at this Site and any linked web site, you and all other users are solely responsible for deciding whether the information is appropriate to your particular situation. You acknowledge that the information at this site does not take into account the particular circumstances of you or any third party.

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- (b) information at this Site is provided "as is". We do not guarantee continuous, uninterrupted or secure access to this Site. In using this Site, you acknowledge that the Internet is inherently unreliable and we are not responsible for any inaccuracies, interferences or interruptions in providing this Site to you which are not within our direct control;
- (c) we exclude all implied conditions and warranties, including as to completeness, accuracy and timeliness of the information at this Site. If conditions and warranties are implied by law under the Trade Practices Act 1974 and similar legislation and cannot be excluded, we limit liability to the extent permitted by law to re-supply or payment of the cost or re-supply of services provided at the Site; and

- (d) we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or reliance on, or use of, or inability to use the Site, whether based on warranty, contract, tort, negligence or other legal theory, and whether or not we know or have been advised of the possibility of such damage.

You indemnify and hold us and our shareholders, directors, officers, employees, agents and representatives harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the violation of these terms by you.

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We may use your personal information that is collected by this website. We are required to comply with privacy laws when we collect and use your personal information. We will comply with the Privacy Statement when we deal with your personal information. You can access and read our Privacy Statement on the link situated on our home page

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8 Pricing

All pricing is in Australian dollars unless otherwise specified. Unless otherwise indicated, all prices exclude delivery costs and government taxes and charges (including the Australian Goods and Services tax). The prices are subject to change without notice.

9 Governing law

The governing law of this Site is New South Wales. We and you agree to submit to the exclusive jurisdiction of the courts of New South Wales.

