



Artists of Crows Nest Inc. Website Terms of Use

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TERMS OF USE FOR YOUR WEBSITE

1. Website Owner; the Offering; Binding of Terms.

“This website is owned and operated by Artists of Crows Nest Inc. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. The Artists of Crows Nest Inc. website offers visitors the ability to purchase tickets to our workshops, purchase artwork by our members, purchase merchandise and digital photos of our members artworks and purchase a membership plan through our checkout with Stripe and PayPal. We also give visitors the option to view examples of our members’ artworks, to contact us for any enquiries and RSVP to our events. With our online membership portal, paying members have the option to join up and design their own portfolio, communicate online with other members, upload and download our forms, keep track of their purchases, and booked events. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.”

2. Who can use our website and what the requirements are to create an account

“In order to use our website and/or receive our services, you need to have paid your membership fee of \$50 and you need to be at least 14 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any applicable law or regulation applicable to you.”

3. Key Commercial Terms Offered to Customers

“When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.”

“The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.”

“The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.”



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4. Return and Refund Policy

“For any undamaged merchandise product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) the following products are not eligible for return: members artwork and digital photos.”

5. Retention of Right to Change Offering

“We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.”

6. Warranties & Responsibility for Services and Products

“When we receive a valid warranty claim for a product purchased from us that was created by one of our members, the members whose artwork it belongs is responsible for any warranty claim in question. It is not the responsibility of Artists of Crows Nest Inc. to repair or replace any members’ artwork sold through our shop, it is the responsibility of the artist whom we will hand all claims over, if received. If the product is from our merchandise, we will endeavor to either repair the relevant defect or replace the product. If we are unable to repair or replace the merchandise product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced merchandise products to customer and customer will be responsible for return shipment of the product to us.”

7. Ownership of Intellectual Property, Copyrights and Logos

“The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Artists of Crows Nest Inc. and our members. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you, the public, agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.” Artists of Crows Nest Inc. relies on the Integrity of our artists that they are the sole creator of the product they produce for sale on our website and that the artwork is its



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original. Our artists are responsible for ensuring the artwork for sale is in good condition, dry and packaged correctly for postage. Our artists are responsible for organizing the delivery options of the artwork with the purchaser. Our artists receive payments for postage from the purchasers to their nominated bank accounts and not the bank account of Artists of Crows Nest Inc. Purchasers can place their contact details and requests for delivery upon checkout so that the artist can contact them. Any complaints regarding the packaging of artwork from delivery, damaged or faulty artwork received from the artist after delivery will be forwarded to the artist for discussion. Artists of Crows Nest Inc. take no responsibility for any complaints regarding how any artwork is received. It is the sole responsibility of the artists to ensure their artwork is delivered in good condition, original presentation, packaged well for delivery and in a timely manner.

8. Right to Suspend or Cancel User Account

“We may permanently or temporarily terminate or suspend your access to the online membership service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. Please note, if you are suspended from the online membership portal this does not suspend you from being a member unless otherwise stated”.

9. Indemnification

“You agree to indemnify and hold Artists of Crows Nest Inc. harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against them by any third party due to or arising out of or in connection with your use of the website or any of the services offered on the website.

10. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Artists of Crows Nest Inc. , be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Artists of Crows Nest Inc. assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your



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access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.”

11. Right to change and modify Terms

“We reserve the right to modify these terms from time-to-time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service”.

12. Promotional emails and content

“You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at any time.”

13. Preference of Law and Dispute Resolution

“These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Queensland, Australia, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Qld. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded”.

14. Customer Support Details & Contact Info.

Please contact us via our website at www.artistsofcrowsnest-qld.org for any questions or support, there you will find our address, phone number and emails address.

15. Provisions Recommended for Websites with User Communities.

“Wix offers its users the ability to create communities for the users of their websites, to interact with such users in a better way. All users who join our online community portal



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have a public profile that is visible to all members connected to our portal and that page's URL can be shared to whom the members wish to share it with. All users' public activity, such as their posts and comments will be visible to all members joined to our online community. Any forms submitted through our online members portal are only visible to our executive committee mentioned on our about page. Any user of our online membership portal can always opt- out and exit the online community, and upon doing so, such user's profile will not be publicly visible. Naturally, in such an event the user will not be able to use the community features through our online membership portal. Any user that opts – out of our online membership portal will still be considered a member of Artists of Crows Nest Inc. unless otherwise stated by themselves to an executive member and will still be able to display their work with us and be a member as normal."

These website terms and conditions start in effect from the 26/11/2023 and may change without notice.

Please note, requirements for being a member are stated in our Members' Handbook and on our Members' Forms which are to be completed and returned. Members' Forms can either be found on our website or given to members upon paying their \$50 membership fee. Once your payment has been accepted you will receive a copy of our members' handbook via email, or you can login through our websites members' portal to view. Membership Fees are due before our end of financial year which falls in February, so we ask that your membership fee is paid before the 31st of January of each year. At this stage our online portal is set up for payments yearly which do NOT fall at the end of our financial year. With this in mind, you will be asked on or before the 31st January (before our end of financial year) if you will be continuing with your membership. If you do NOT wish to continue your membership, we will cancel your online subscription from renewing at its set date and remove you from our online membership portal on the 31st January. You will not be able to log in or display your work with us after our end of financial year if you advise us that you will not be renewing your membership. Your online subscription will be canceled on the 31st January if you decide not to renew your membership regardless of your end of year subscription noted on your online account. If you DO wish to continue with your



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membership, no changes will be made. This process will repeat on the 31st January each year until cancelled.

Artists of Crows Nest Inc. ask that if you log in to our membership portal on our website, that you acknowledge our behavior code which is to behave in a kind and decent manner when communicating with the public and other members on our website. Artists of Crows Nest Inc. reserve the right to cancel a membership online subscription and their access to log in if we feel you have violated our behavior code.