

# Boot Brisbane Inc. Terms and Conditions.

Kindly read these terms and conditions carefully.

Boot Brisbane Inc. (Boot Brisbane) reserves all the rights to amend these terms and conditions at any time without giving prior notice or notifying thereafter. It is the responsibility of all persons having any engagement with Boot Brisbane, its products and services or engagement with third parties as used by Boot Brisbane Inc. to have read these terms and conditions.

Boot Brisbane Inc. complies with Australian Consumer Law in the instance of major faults/defects.

## Payments Policy

These terms and conditions apply to any persons making any payments for membership, donations, or any other product or service by credit card, debit card and or any type of card used to make payments and includes payments made by internet banking and or by any other online payment service and any bank deposit or cash payments made to Boot Brisbane.

These terms and conditions apply to any payments made through the website domain "bootbrisbane.com" as owned and registered by Boot Brisbane and any payments using the "Website Payment Gateway" on bootbrisbane.com as provided by the "Payment Service Provider" and applies to the Payment Service Provider.

By authorizing a payment to Boot Brisbane through any "payment method" as described previous, it would be treated as deemed acceptance to these terms and conditions.

Before using any payment method, it is recommended that any persons shall make necessary enquiry about any charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank.

Any credit card information supplied at the time of using the Website Payment Gateway is not supplied to Boot Brisbane. It is the sole responsibility of any persons using any payment method to ensure that the information entered in the relevant fields are correct. It is recommended that you take and retain a copy of all transactions for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of any payment methods.

Any persons using payment methods agrees, understands and confirms that his, her personal data including without limitation details relating to debit card, credit card and or internet banking transmitted over the Internet may be susceptible to misuse, hacking, theft and or fraud and that Boot Brisbane or the Payment Service Provider(s) have no control over or responsibility of.

The payment method using the Website Payment Gateway from the Payment Service Provider uses a secure website with a Secure Socket Layer Certificate (SSL) and data encryption of a minimum of 128-bit. However, neither the Payment Service Provider nor Boot Brisbane gives any assurance, that the information so provided online by any persons is secured or may be read or intercepted by a third party. The Payment Service Provider and or Boot Brisbane does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the payment method.

Boot Brisbane and or the Payment Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall Boot Brisbane and or the Payment Service Providers, its volunteers, members, management committee members, employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.

Any person using any payment methods agree that Boot Brisbane or any of its volunteers, members, management committee members, employees will not be held liable By any persons for any loss or damages arising from your use of, or reliance upon the Information contained on bootbrisbane.com and bootbrisbane.com.au, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Boot Brisbane reasonable control.

### Debit/Credit Card, Bank Account Details:

All persons agree that the debit/credit card details provided by him/her for use of the aforesaid payment methods must be correct and accurate and that any persons shall not use a Debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. All persons further agree and undertakes to provide correct and valid debit/credit card details.

All persons pay his/ her membership, donation or any other payments made to Boot Brisbane using a debit/credit card or through online banking account or any other payment method, all persons warrant, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her credit or debit card / bank details:

- All persons are fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- All persons are responsible to ensure that the credit / debit card/ bank account details provided by him/ her are accurate;
- All persons authorize debit of the nominated credit / debit card/ bank account for the Payment of fees as selected by such persons along with the applicable Fees.
- All persons are responsible to ensure that sufficient credit is available on the nominated credit / debit card/ bank account at the time of making the payment to permit the Payment of the dues payable or fees due selected by the persons inclusive of the applicable Fee.

### Refunds and or Cancellations:

Any payments made to Boot Brisbane through any payment methods once paid will not be refunded. Refunds will only be made where deemed applicable by Boot Brisbane.

## **Privacy Policy**

Any Credit / Debit Card or Bank Account information provided by any persons on bootbrisbane.com and bootbrisbane.com.au or to Boot Brisbane shall be kept confidential and shall not be shared with anyone. The DATA will neither be made accessible to third parties nor transferred in any form or manner unless required by law.

Boot Brisbane may share your personal information with our bank for clearing necessary payments. This information shall be strictly up to the legal permissible limit and not exceeding.

Information supplied by any persons through membership applications and or any other information supplied through bootbrisbane.com and bootbrisbane.com.au or to Boot Brisbane will be kept confidential and only used where deemed acceptable and in line with Boot Brisbane goals and missions and within Boot Brisbane volunteers, members and management committee and affiliate organisations to Boot Brisbane in line with the Boot Brisbane goals and missions.

## **Supply of Information Policy:**

The information and materials contained in bootbrisbane.com and bootbrisbane.com.au or any print information or any information supplied by Boot Brisbane including, graphics, links or any other items are provided as on "As Is" and "As Available" basis by Boot Brisbane which organized and tries to provide information accurately and expressly disclaims liability for error or omission in this information and materials. No warranty of any kind, implied, express or statutory shall be given by Boot Brisbane shall not be limited to the warranty of fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.

Boot Brisbane does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by any persons from the use of any information supplied by Boot Brisbane.

## **Website Policy**

In no event, Boot Brisbane will be liable for any damage direct or indirect losses or expenses arising in connection with bootbrisbane.com and bootbrisbane.com.au or use thereof inability to use by any person delay of operation or transaction or computer virus thereof.

The domains of Boot Brisbane bootbrisbane.com and bootbrisbane.com.au uses Secure Socket Layer Certificates (SSL) which uses a minimum 128-bit encryption to offer secure communications by encrypting all data to and from the bootbrisbane.com and bootbrisbane.com.au. Boot Brisbane shall not be liable for any failure of this service by any persons or third party making any payment, to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the Online Payment process or in respect of any omission to provide accurate information in the Course of the Online Payment Process.

## Variations to the Terms and Conditions:

Boot Brisbane reserves the right to vary these Terms and Conditions from time to time and the current version will be that published on [bootbrisbane.com](http://bootbrisbane.com) and [bootbrisbane.com.au](http://bootbrisbane.com.au). We reserve the right to decline the acceptance of an online payment if your account is in default for any reason. Boot Brisbane may also make additions/deletions/alteration to the goods and services offered, at its sole discretion. Boot Brisbane reserves the right to withdraw any goods and services provided at any time at its discretion. Boot Brisbane retain the right to change the terms and conditions for Online Payments, without any prior notice.

## No warranty:

No warranty, representation or guarantee, express or implied, is given by Boot Brisbane in respect of the operation of any goods and services as supplied or owned by Boot Brisbane.

## Disclaimer and Limitation of liability:

Boot Brisbane does not accept liability for any damage, loss, cost (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by any persons from the use of any goods and services supplied or owned by Boot Brisbane.

## Governing law:

These terms and conditions are governed by the laws of Australia and associated courts inclusive in which have exclusive jurisdiction.

## Dispute Resolution:

Any dispute arising in relation to the terms and conditions will be submitted to a sole arbitrator appointed by Boot Brisbane under the provisions of the Commonwealth Conciliation and Arbitration Act 1904, and rules framed there under. The venue of Arbitration shall be appointed by Boot Brisbane.