

1. About the Website

- a) Welcome to www.morganamedia.com (the 'Website'). The Website Digital Marketing Consultancy and services (Marketing, Content, and Design), as well as Art Commissions, (the 'Services').
- b) The Website is operated by Morgana Media (ABN 36 781 751 129). Access to and use of the Website, or any of its associated Products or Services, is provided by Morgana Media. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any Services, immediately.
- c) Morgana Media reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Morgana Media updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- a) You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Morgana Media in the user interface.

3. Registration to use the Services

- a) In order to access the Services, you must first register your enquiry through the contact page.
- b) As part of the registration process, or as part of the continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - i) email address
 - ii) preferred name
- c) You warrant that any information that you give to Morgana Media in the course of completing the registration process will always be accurate, correct and up to date.
- d) Once you have completed the registration process, you will be a registered member of the Website ('Member') and agree to be bound by the Terms.
- e) You may not use the Services and may not accept the Terms if:
 - i) you will use the Services only for the purposes that are permitted by:
 - A) the Terms; and
 - B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - ii) you have the sole responsibility for protecting the confidentiality of your name and/or email address.
 - iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Morgana Media of any unauthorized use of your details or any breach of security that you have become aware.
 - iv) access to the website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Morgana Media providing the Services;
 - v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Morgana Media.
 - vi) you will not use the Services or the Website for any illegal and/or unauthorized use which includes collecting emails addresses of Members by electronic or other means for the purposes of sending unsolicited email or unauthorized framing of or linking to the Website;
 - vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of Services. Appropriate legal action will be taken by Morgana Media for any illegal or unauthorized use of the Website; and
 - viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

4. Payment

- a) Where the option is given to you, you may make payment for the Services (the 'Services Fee') by way of:
 - i) Electronic Funds Transfer ('EFT') into our nominated bank account
- b) All payments made in the course of your use of the Services will be via ANZ Bank to a nominated account at time of invoicing. In using the Website, the Services or when making any payment in relation to your use of the Services, you have warrant that you have read, understood and agree to be bound by ANZ Bank terms and conditions which are available on their site.
- c) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including bank fees and charges, associated with the Services Fee.
- d) You agree and acknowledge that Morgana Media can vary the Services Fee at any time.

5. Refund Policy

Morgana Media will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Morgana Media makes a decision, at its absolute discretion, that is reasonable to do so under the circumstances (the 'Refund').

6. Copyright and Intellectual Property

a) The Website, the Services and all of the related products of Morgana Media are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, buttons, icons, images, video, Website code, scripts, design elements and interactive features) or the Services are owned and controlled for these purposes, and are reserved by Morgana Media and its contributors.

b) All trademarks, service marks and trade names are owned, registered and/ or licensed by Morgana Media who grants to you a world-wide, non-exclusive, royalty-free, revocable license whilst you are a member to;

i) use the Website pursuant to the Terms;

ii) copy and store the Website and the material contained in the website in your device's cache memory, and;

iii) print pages from the website for your own personal and non-commercial use.

Morgana Media does not grant you any other rights whatsoever in relation to the Website or Services. All other rights are expressly reserved by Morgana Media.

c) Morgana Media retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

ii) a right to use or exploit a business name, trading name, domain name, trade mark, or industrial design, or

iii) a thing, a system or process that is subject of a patent, registered design, or copyright (or an adaptation or modification of such a thing, system or process).

7. Privacy

a) Morgana Media takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Morgana Media's Privacy Policy, which is available on the Website.

8. General Disclaimer

a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

b) Subject to this clause, and to the extent permitted by law:

i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

ii) Morgana Media will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss or profit or opportunity, or damage of goodwill arising out of or in connection with the Services of these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Morgana Media make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Morgana Media) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of the following:

i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;

ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website).

iii) costs incurred as a result of you using the Website, the Services or any of the products of Morgana Media; and

iv) the Services or operation in respect to links which are provided for your convenience.

9. Limitation of Liability

a) Morgana Media's total liability arising out of or in connection with the Services of these Terms, however arising, including under contract, tort (including negligence), in equity, under the statute or otherwise, will not exceed the resupply of Services to you.

b) You expressly understand and agree that Morgana Media, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

10. Termination of Contract

a) The Terms will continue to apply until terminated by either you or Morgana Media as set out below;

b) If you want to terminate the Terms, you may do so by:

i) providing Morgana Media with 30 days' notice of your intention to terminate; and

ii) closing your accounts for all of the services which you use, where Morgana Media has made this option available to you.

Your notice should be sent, in writing, to Morgana Media via morgana@morganamedia.com.

- c) Morgana Media may at any time, terminate the Terms with you if;
 - i) you have breached any provision of the Terms or intend to breach any provision;
 - ii) Morgana Media is required to do so by law;
 - iii) the provision of the Services to you by Morgana Media is, in the opinion of Morgana Media, no longer commercially viable.
- d) Subject to local applicable laws, Morgana Media reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Morgana Media's name or reputation or violates the rights of those of another party.

11. Indemnity

- a) You agree to indemnify Morgana Media, its affiliates, employees, agents, contributors, third party content providers and licensors from and against;
 - i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content.
 - ii) any direct or indirect consequences of your accessing, using or transacting on the Website or attempts to do so; and/or
 - iii) any breach of the Terms.

12. Dispute Resolution

a) Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

b) Notice

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

c) Resolution

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must;

- i) within 14 days of the Notice, endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- ii) if for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of the mediator or request that an appropriate mediator be appointed.
- iii) the Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of a venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- iv) the mediation will be held in Australia.

d) Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

e) Termination of Mediation

If 7 days have elapsed after the start of the mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

13. Venue and Jurisdiction

The Services offered by Morgana Media is intended to be viewed by residents in Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

14. Governing Law

- a) The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

15. Independent Legal Advice

- a) Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain legal advice and declare the Terms are not against public policy on the grounds inequality or bargaining power or general grounds of restraint of trade.

16. Severance

- a) If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.