

Terms and Conditions

Effective Date: May, 2009

Welcome to the Living & Giving web site. The following document contains the Terms and Conditions that govern your use of this website. They describe your rights and responsibilities and what you can expect from Living & Giving. Please take a few minutes to review these Terms and Conditions. Your use of this web site constitutes your agreement to follow these rules and to be bound by them. If you do not agree with any of these Terms and Conditions, do not use this web site.

Living & Giving reserves the right to add to, delete or change these terms because of frequent changes in Internet technology and applicable law. As such, you should check these terms and conditions from time to time for such changes.

Copyright/Trademark Information

This entire website, copy, images, logos, indicia, text, content, and unique method of showcasing products is copyright owned by Living & Giving. The Living & Giving trade mark and logo are trademarks of Living & Giving. All other trademarks are the property of their respective owners, who are not associated with Living & Giving. Permission to use documents delivered from this World Wide Web site and/or server and related graphics is restricted. The name of Living & Giving or any of its trademarks or logos may not be used in advertising or publicity pertaining to distribution of this information without specific, written prior permission. The information contained in this website is subject to change without notice. We are not responsible for typographical, technical, or descriptive errors of products herein.

Submissions

We welcome your comments regarding this web site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to Living and Giving shall be and remain the exclusive property of Living & Giving. Your submission of any such Comments shall constitute an assignment to Living & Giving of all rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Living & Giving will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

Communication from Living & Giving

As a condition of purchase from us we reserve the right to email you product alerts and special offers that we believe may be of interest to you. We respect your right not to receive these communications and if you advise us at the time of placing your order that you do not wish to receive these special offer and alert

emails we will disable that functionality for your account. Each and every one of these communications will contain a clear link to Unsubscribe. We assure you that once you have unsubscribed we will immediately remove your name from the communication list and will no longer send you these special offers and alerts, unless you choose to re-subscribe at a later date.

Product-Review Messages

The Living & Giving message services available to our guests are subject to the following guidelines. Out of respect for all of our guests, we ask that you do not use obscene, profane or threatening language in messages. Examples of the kinds of conduct or content that are prohibited in messages include:

- The transmission of any content that could violate, or could facilitate the violation of, any applicable law, regulation or Living & Giving rule or policy.
- The transmission of any content that is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- The impersonation of any person or entity in any part of a message.
- You are solely responsible for the content of your messages and Living & Giving assumes no liability for any content submitted by you. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these guidelines or is otherwise harmful to us, other Living & Giving guests or any third party. Living & Giving reserves the right to purge the content you provide at any time.

Colours

We have done our best to display as accurately as possible the colors of the products shown on this web site. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

Correction of Errors and Inaccuracies; Limitations on Quantity

Whilst Living & giving makes every reasonable effort to present accurate information on this web site, the information may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We also reserve the right to limit quantities (including after you have submitted your order). We apologize for any inconvenience this may cause you. If you are not fully satisfied with your purchase please see our returns policy for details on how to obtain a refund.

Indemnification

You must indemnify and hold Living & Giving and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the "Parties") harmless from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any of these terms and conditions. If you have to indemnify Living & Giving under this Section, Living & Giving will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without Living & Giving express written permission.

Limitation of Liability

In no event shall Living & Giving or any of its subsidiaries or affiliates be liable for any indirect, special, incidental or consequential damages including but not limited to loss of use, loss of data, loss of business or profits. Some localities do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

To the extent permitted by law, Living & Giving does not accept any liability for any damage or injury caused by the use or misuse of products purchased from Living & Giving.

Miscellaneous

These Terms and Conditions will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of Queensland without reference to conflict of law principles. These Terms and Conditions will not be assignable or transferable by you without the prior written consent of Living & Giving. These Terms and Conditions (including all of the policies and other Agreements described in this Terms and Conditions, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and Living & Giving are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms and Conditions. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions, all of which will remain in full force and effect.

Unless otherwise specified, all prices quoted and sales transactions are in Australian Dollars. GST is included in sales to Australian customers but not to customers outside Australia.

Customers outside Australia do not pay GST when purchasing from Living & Giving. Where duty or GST becomes payable on arrival of orders to a country outside Australia these costs are the responsibility of the purchaser from Living & Giving.