

## **Website Terms and Conditions of Use**

### **1. About the Website**

1. 1. Welcome to [www.wipecleaningservices.com.au](http://www.wipecleaningservices.com.au) (the '**Website**'). The Website House cleaning, Commercial cleaning, Pack & unpack services (the '**Services**').

1. 2. The Website is operated by Wipe Cleaning Services (ABN 28285170894) . Access to and use of the Website, or any of its associated Products or Services, is provided by Wipe Cleaning Services . 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 of Services, immediately.

1. 3. Wipe Cleaning Services reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Wipe Cleaning Services updates the Terms, it will use reasonable endeavors 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**

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 Wipe Cleaning Services in the user interface.

### **3. Registration to use the Services**

3. 1. In order to booking the Services, you must first register your information through the Website.

3. 2. As part of the booking process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Email address
- (b) Mailing address
- (c) Telephone number
- (d) Name

3. 3. You warrant that any information you give to Wipe Cleaning Services in the course of completing the registration process will always be accurate, correct and up to date.

3. 4. Once you have completed the registration process, you will agree to be bound by the Terms.

3. 5. You may not use the Services and may not accept the Terms if:

- (a) you are not of legal age to form a binding contract with Wipe Cleaning Services ; or
- (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

#### **4. Your obligations as a client**

**4. 1.**As a client, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Wipe Cleaning Services of any unauthorized use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Wipe Cleaning Services providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of Wipe Cleaning Services ;
- (f) you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- (g) 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 the Services. Appropriate legal action will be taken by Wipe Cleaning Services for any illegal or unauthorized use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

#### **5. Payment**

**5. 1.**Where the option is given to you, you may make payment for the Services (the '**Services Fee**') by way of:

- (a) Electronic funds transfer(' **EFT** ') into our nominated bank account
- (b) Credit Card Payment ('**Credit Card**')

(c) Cash ('**Cash**')

5. 2.All payments made with credit card in the course of your use of the Services are made using Square. In using the Website, the Services or when making credit card payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Square terms and conditions which are available on their website.

5. 3.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 banking fees and charges, associated with the Services Fee.

5. 4.You agree and acknowledge that Wipe Cleaning Services can vary the Services Fee at any time .

## 6. Refund Policy

Wipe Cleaning Services 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 Wipe Cleaning Services makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the '**Refund**').

## 7. Copyright and Intellectual Property

7. 1.The Website, the Services and all of the related products of Wipe Cleaning Services 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, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Wipe Cleaning Services or its contributors.

7. 2.Wipe Cleaning Services 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:

- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.

7. 3.You may not, without the prior written permission of Wipe Cleaning Services and the permission of any other relevant rights owners: broadcast, republish,

up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

## **8. Privacy**

**8. 1.**Wipe Cleaning Services takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Wipe Cleaning Services 's Privacy Policy, which is available on the Website.

## **9. General Disclaimer**

**9. 1.**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.

**9. 2.**Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) Wipe Cleaning Services 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 of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or 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.

**9. 3.**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 Wipe Cleaning Services make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Wipe Cleaning Services ) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) 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;
- (b) 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);
- (c) costs incurred as a result of you using the Website, the Services or any of

- the products of Wipe Cleaning Services ; and
- (d) the Services or operation in respect to links which are provided for your convenience.

## **10. Limitation of liability**

- 10. 1.** Wipe Cleaning Services 's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 10. 2.** You expressly understand and agree that Wipe Cleaning Services , 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.

## **11. Indemnity**

- 11. 1.** You agree to indemnify Wipe Cleaning Services , its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) 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;
  - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
  - (c) any breach of the Terms

## **12. Booking System**

Wipe Cleaning Services utilizes the software Simplybook.me as a provider of appointment scheduling. You will receive a booking confirmation receipt from Wipe Cleaning Services after submitting you booking request.

## **13. Governing Law**

The Terms are governed by the laws of Victoria, 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 Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

**Approved by**

