

TERMS AND CONDITIONS

The website <http://nncollective.com.au/>, associated digital platforms, media accounts, mobile applications (together, the **Website**), contents, products, materials and services (together, the **Services**) are owned and operated by **Nimmo Nielsen Collective Pty Ltd trading as NNC ABN 46 619 861 479 (NNC, we, us, our)**. The term 'you' refers to any user or browser of the Website or purchasers of our Services.

The Terms and Conditions and any additional disclaimers, policies and legal notices displayed on our Website from time to time explain how you may use our Website and Services. It is important that you read and understand these Terms and Conditions. By accessing any information, or using the Services provided on the Website, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions, as updated from time to time, whether or not you are a visitor simply browsing (together, **users**).

You agree that the use of the Website and Services is at your own risk. If you are under the age of eighteen (18), you must obtain your parent or guardian's prior consent to use the Website and Services. You acknowledge and agree that using the Website and Services in any way other than what is expressly stated in these Terms and Conditions will amount to a breach of this Agreement, and this Agreement may be terminated in accordance with the provisions below.

These Terms and Conditions do not modify, restrict, or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted or excluded. If at any time you do not agree with the Terms and Conditions (or any changes to them), please do not continue to use the Website and Services.

1. PERMITTED USE

NNC prohibits the use of the Website or any of its functionalities, features and content, in any manner other than expressly indicated. You agree to use the Website and Services responsibly and to comply with any applicable laws and regulations. You agree you must not interfere or disrupt the platforms, servers or networks connected to the Website. You agree you may not use the Website or Services for any purpose that is unlawful or to solicit the performance of any illegal activity or other conduct that infringes NNC's rights or the rights of others.

You may not use the Website or Services, or any part of, for any commercial purpose or for the benefit of any third party, including but not limited to incorporating, modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting or distributing in any manner or medium (including by email or other electronic means) any content or additional information accessed or purchased through our Services, or any other communications provided by us for your own personal use, or in a manner not permitted by the Terms and Conditions.

2. SERVICES DISCLAIMER

Our Website and Services aim to provide interior design, decorating, styling, and consultancy services. All Services carried out by NNC are pursuant to our Code of Conduct.

The information, content, and material contained in or available through the Website and Services are provided for general information purposes only. None of the content on this Website represents or warrants that any method or service is appropriate or effective for you.

To the extent that we provide any explicit or implied recommendations of any service, such recommendations are only general and not specific to any situation. The information we provide is not intended to be a substitute for professional financial, legal, or building and construction advice, nor do we claim to be an expert in any specific commercial field.

All information provided by us is provided in good faith, though we make no guarantees of any specific result from the use of the Website or Services. We derive our information from sources that we believe to be accurate and up-to-date as at the date of publication, however we do not make any representations or warranties that the information we provide is reliable, current or complete at all times. Your reliance on any of our Services or the information on this Website is solely at your own risk, and we make no guarantees as to the suitability, outcome, or results.

Testimonials (visual and written) and any publicity materials displayed on our Website or other platforms are examples of real experiences and opinions of people's experiences with us, our Website or Services, and are for illustration only. All testimonials and publicity materials are displayed with permission and are of actual people and their results. Testimonials are not intended to guarantee current or future users the same or similar results.

We may refer to other products, services and/or experts on this Website. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. It is your responsibility to conduct your own research and make your own determination about any such product, service and/or expert.

We may participate in affiliate marketing and may allow affiliate links to be included on some of our Website. This means that we may earn a commission if/when you click on or make purchases via affiliate links. We will inform you when one of the links is an affiliate link and will only affiliate with products, services and experts that we believe will provide value to our customers and followers. You recognise that it remains your personal responsibility to investigate whether any affiliate offers are right for you. You will not rely on any recommendation, reference, or information provided by us and will conduct your own research and will rely upon your research in deciding whether to purchase the affiliate product or service.

3. CODE OF CONDUCT

NNC abides by this Code of Conduct to ensure that the provision of our Services is held to a high standard and abides by the relevant laws and regulations as they apply to us.

Standard of performance: NNC will do all things reasonably required to ensure that the Services are performed with due care, skill and diligence, in a professional and ethical manner, within the scope of its expertise, and to the Client's reasonable satisfaction.

Supervision and Instruction: Our project liaison and consulting services include coordinating, organising, facilitating, and providing a point of contact, as required to perform the Services for the Project. In accordance with the exclusions as set out in Schedule 1 of the *Home Building Act 1989* (NSW), they do not include supervising trade or building work. All contractors, suppliers, tradesmen, or builders are supervised by holders of Contractor Licenses, who are responsible for the compliance, safety, supervision, daily direction, control, quality, or outcome of the building works.

Compliance: All kitchen, bathroom and laundry work undertaken by NNC or contractors, suppliers, tradesmen and builders engaged to complete the Services is done so in accordance with the guidelines of the *Australian Furniture, Kitchen & Bathroom Association*, the requirements of the *Home Building Act 1989* (NSW), and pursuant to clause 13 of the *Home Building Regulations 2014* (NSW). NNC will do all things reasonably required to ensure that all products and furniture comply

with relevant product safety requirements set by the *Australian Competition and Consumer Commission*, the *Home Building Act 1989* (NSW) and the requirements outlined in clause 13 of the *Home Building Regulations 2014* (NSW), and that all contractors, suppliers, tradesmen and builders on the Project have the licenses and permits required by the NSW Fair Trading Consumer Building Guide and the *Home Building Act 1989* (NSW).

Design, Drafting and Approvals: The Design Materials are conceptual in nature and are intended to set forth design intent; they are not to be used for engineering or construction purposes. They do not include modifications to structural, heating, air-conditioning, plumbing, electrical, ventilation or other mechanical systems that may be included in the Project. All sketches, illustrations and drawings created or provided by NNC are for proof-of-concept purposes only. All technical drawings, with accurate check-measure dimensions and size designations given are subject to verification and specifications as drafted by architects, draftsmen, licensed surveyors, cabinet-makers, builders and/or other qualified tradesmen, and NNC makes no guarantees or warranties in relation to the finished construction project.

Any assessment of approval issue plans, residential building approvals, waste management plans, survey reports, council reports, planning controls, council approvals, DA or CDC applications or any planning instruments, or lodging of application documentation required will be attended to by licensed certifiers or an appropriate expert.

Workplace Health and Safety: NNC will do all things reasonably required to abide by, the requirements as set out in the *Work Health and Safety Act 2011* (Cth). NNC will provide and maintain, as far as is reasonably practicable, a safe working environment, safe systems of work, and also provide and maintain in a safe condition (where applicable), or organise with a safe procedure the use of (where applicable), all equipment and substances used by any person employed or engaged by NNC in the provision of the Services.

4. ENQUIRIES, REGISTRATION AND SUBSCRIPTION

By making an enquiry or sending a message through the Website., you will be added to our email list. If you do not want to remain on our database, you can follow the instructions on the form to update your subscription or data preferences, unsubscribe from our email communications, or email us at any time at info@nncollective.com.au.

You agree that all information you provide to us through the Website will be true, accurate, current and complete. You agree that you are responsible for all information that you submit to us, and you acknowledge that if we believe that the information provided to us by you is false, inaccurate or misleading, we may, at our sole discretion, suspend or terminate your access to the Website and Services. For more information regarding email communications and subscriptions, please refer to our Privacy Policy.

5. PAYMENT AND PRICING

Our Services may be subject to change without notice. We reserve the right at any time to modify or discontinue any Services without notice at any time and shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of any Services. We reserve the right to limit the sales of our Services to any person, region, or jurisdiction. All descriptions of Services and pricing are subject to change at any time without notice, at our sole discretion.

Payments for the Services must be made to our bank account by direct debit within seven (7) days of the issuing date of the invoice, and the Fees are due and payable as set out in the Fee Proposal. Where payment is not made in the agreed time, we may suspend the provision of Services at our full discretion and where payment has not been made for more than twenty-eight (28) days after the

stipulated date, any agreement for the provision of Services may be terminated subject to the contract.

The Client will pay the Fees at the rate and in the manner specified in the Design Proposal or Agreement. NNC accepts no responsibility for bank transfers that are declined or not accepted due to disruptions with internet connections or problems with your provider.

Transactions are processed in AUD figures. Fees that are paid in a foreign currency will be reconciled as at the date of payment and will be subject to the prevailing exchange rate and transfer fees.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and that third party. You agree that we shall not be responsible or liable for any damage, refunds or other losses of any sort that may be incurred as the result of such dealings with a merchant.

6. USER-GENERATED CONTENT

The Website (and any of our other digital platforms, mobile applications or social media accounts or during a course or program) may allow you to post information, photos, content, user submissions and/or upload materials, including video and features such as live chat and forums (**User-Generated Content**), whether through external websites or otherwise. It may also allow you to see User-Generated Content submitted by others.

You agree you are responsible for your User-Generated Content, which includes but is not limited to, any data, text, files, information, usernames, images, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials that you submit, post or display on or via the Website, or is in any way connected with Services.

You acknowledge we have the right, but not the obligation, to monitor and review User-Generated Content, and from time to time we may, at our sole discretion and without prior notice to you, remove or edit any of your User-Generated Content that we find you may not have the permission to post, is offensive, or for any other reason. You agree to indemnify us against all liability claims or proceedings whatsoever arising from the publication of your User-Generated Content. You acknowledge and agree that we do not authorise, condone, or endorse any User-Generated Content, and are not responsible for the accuracy, legality or decency of such content. You are responsible for verifying the veracity of any claims or statements made in any User-Generated Content.

7. THIRD-PARTY LINKS

The Website may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible for the information, services, or resources of any third parties, nor do they imply any endorsement by, or affiliation with us. We do not guarantee, represent, or warrant that the content of any third party is accurate, legal, or inoffensive, or that they will not contain viruses or otherwise impact your hardware or software. Unless otherwise stated, these Terms and Conditions only cover the use of this Website and our Services. Any other link will be covered by the terms and conditions of that website or resource, of which we are not responsible either directly or indirectly. You acknowledge it is your sole responsibility to assume all risk arising from your use of any such websites, services, or resources.

8. MAINTENANCE

NNC is responsible for the support and maintenance of its Website only. We may at any time and without notice, modify, suspend or terminate the operation of, or access to the Website, or any part of, for any reason, as necessary to perform maintenance, error correction or other changes. You acknowledge that we may make changes to the Website or Services provided through the Website. Access to the Website may depend on telecommunications, Internet service providers and other external factors; we therefore do not guarantee the availability of the Website all times or at any specific times.

9. PRIVACY AND SECURITY OF INFORMATION

Our Website and Services are subject to our Privacy Policy, which forms part of these Terms and Conditions. Please ensure you read, understand, and agree to our Privacy Policy as updated from time to time.

While we will take precautions to ensure the Website is secure, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information transmitted to, from or by us using the Website or Services, and any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take all necessary and reasonable steps to preserve the security of such information. For information on data breaches and data security, please review our Privacy Policy.

10. INTELLECTUAL PROPERTY & COPYRIGHT NOTICE

You acknowledge and agree that the Website and the Services contain information, content and material that is owned by us, and is protected by all intellectual property and copyright laws recognised throughout the world, including the *Copyright Act 1968* (Cth) whether existing under statute, at common law or in equity, now or hereafter in force.

You are prohibited from copying, distributing, sharing and/or transferring information, content and material from the Website or Services (and/or their associated username/passwords) you purchased to any third party or person. In some cases, we may encrypt, force password and/or stamp licence details (including customer name, address, etc.) to ensure additional safety.

NNC respects the intellectual property rights of others and warrants that all information and materials provided via the Website and Services is original content of NNC and does not violate the intellectual property rights of any third parties. All references made to third parties or third-party intellectual property is by means of reference only, and we make no claims or association to it.

These Terms do not transfer any of our intellectual property rights to you or any third parties. You are granted no right or license with respect to our trademarks, service marks and logos, used in connection with the Services and Website. All intellectual property displayed on the Website has been provided with consent. All names, logos and trademarks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos, or trademarks, without the express written agreement of the relevant owners.

We may, from time to time, monitor your use of the Website or Services to determine if you are in breach of this Policy. If you infringe our intellectual property rights or any other third party, we have

the right to deny access to, or terminate your use of the Services, and to report you to the relevant authorities or take any actions as necessary.

11. TERMINATION

We, at our sole and absolute discretion, may suspend or terminate your access and/or future access to the Website or Services, effective immediately, with no liability to you or any third party for the following reasons:

- (a) where you are in breach of any of the Terms of Use or any related policies;
- (b) where at any time you have committed any act of wilful or serious misconduct;
- (c) if you fail to pay any fees, payments or expenses properly payable to us for our Services by the stipulated date;
- (d) where you have created a risk or possible exposure for us;
- (e) where there are unexpected technical issues or problems;
- (f) at the request of law enforcement or government authority; or
- (g) upon a request by you.

12. DISPUTES

In the event a dispute arises from, or in connection with, these Terms and Conditions, the party who claims that there is a dispute will give written notice to the other party, including details of the dispute and a proposed resolution. Within seven (7) days of receiving the notice, the parties will meet in order to resolve the dispute or if they are unable to do so, they will agree upon another method to resolve the dispute in good faith. All aspects of such meetings, except the fact that the meeting was held, will be privileged. If the parties do not resolve the dispute, or where the dispute remains unresolved following the meeting and the parties do not agree upon an alternate method to resolve the dispute, within twenty-one (21) days after receipt of the notice, the dispute may be referred by either party to litigation by notice in writing to the other party.

13. WARRANTIES AND LIABILITY

CERTAIN LEGISLATION, INCLUDING THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH), MAY LIMIT THE ABILITY TO EXCLUDE LIABILITY OR MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE TERMS MUST IN ALL CASES BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF WE ARE LIABLE TO YOU UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) OR SIMILAR LEGISLATION, TO THE EXTENT TO WHICH WE ARE ENTITLED TO DO SO, WE LIMIT OUR LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: IN THE CASE OF GOODS, AT OUR OPTION: THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND, IN THE CASE OF SERVICES, AT OUR OPTION: THE SUPPLYING OF THE SERVICES AGAIN; OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU, WHERE REASONABLY NECESSARY TO PROTECT OUR LEGITIMATE INTERESTS.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. IN ADDITION, UNDER THE AUSTRALIAN CONSUMER LAW, THERE ARE CERTAIN CONSUMER GUARANTEES WHICH CANNOT BE EXCLUDED, INCLUDING GUARANTEES AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, SUPPLY BY DESCRIPTION, REPAIRS AND TITLE.

IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. UNDER NO CIRCUMSTANCES SHALL WE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 AUD OR THE AMOUNT YOU PAID US, IF ANY, IN THE LAST 12 MONTHS.

BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN SUCH COUNTRIES, STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

WE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE US FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

WE DO NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE US FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES. WE ARE NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR FOR DOWNLOADING OR STREAMING OVER A DATA CONNECTION.

14. WAIVERS AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR MISUSE OF THE SERVICES, OR, TO THE EXTENT PERMITTED BY LAW, ANY ACTION TAKEN BY US AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS

DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR REASONABLE CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

15. GOVERNING JURISDICTION

The laws of New South Wales, Australia, govern this agreement, and any access to or use of our Services. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, or other such competent courts, to resolve any dispute or claim between the parties arising from or in relation to this Agreement.

16. MISCELLANEOUS

This Agreement (and all related documents, policies, and legal notices) constitutes the entire agreement concerning your use of this Website and supersedes all previous agreements or understandings, whether written or oral, in relation to your use of this Website.

No amendment or variation of the Terms and Conditions will have any legal effect unless such amendment or variation is documented, and the parties agree and sign the document. If any part of this Agreement is held invalid or unenforceable, that part may be severed from this Agreement, and the remaining portions of these Terms and Conditions will remain in full force and effect.

The failure of a party at any time to perform any obligation under the Terms and Conditions is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligation under the Terms and Conditions.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.