**WEBSITE TERMS AND CONDITIONS OF USE**

1. **About the Website**

1. Welcome to White Label Corprorate (**Website**). The Website is refers to the services agreed in writing to be provided to you or the services offered via our website or online order forms (**Services**).
2. The Website is operated by White Label Corporate Pty Ltd (ACN 64 649 970 454). Access to and use of the Website, or any of its associated Products or Services, is provided by White Label Corporate. Please read these terms and conditions (**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.
3. White Label Corporate reserves the right to review and change any of the Terms by updating this page at its sole discretion. When White Label Corporate 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.
4. **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 White Label Corporate in the user interface.

1. **Registration to use the Services**

1. In order to access the Services, you must first register for an account through the Website (**Account** ).
2. As part of the registration 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:

1. Email address

1. Mailing address

1. Telephone number

1. You warrant that any information you give to White Label Corporate in the course of completing the registration process will always be accurate, correct and up to date
2. 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.

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

1. you are not of legal age to form a binding contract with White Label Corporate; or

1. 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.

1. **Your obligations as a Member**

As a Member, you agree to comply with the following:

1. you will use the Services only for purposes that are permitted by:

1. the Terms; and

1. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

1. 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;

1. any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify White Label Corporate of any unauthorised use of your password or email address or any breach of security of which you have become aware;

1. 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 White Label Corporate providing the Services;

1. 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 White Label Corporate;

1. you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

1. 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 White Label Corporate for any illegal or unauthorised use of the Website; and

1. you acknowledge and agree that any automated use of the Website or its Services is prohibited.
2. **Payment**

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

1. 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.

1. You agree and acknowledge that White Label Corporate can vary the Services Fee at any time.

1. **Cancellation Policy**

1. White Label’s cancellation policy will be set out on the booking form when requesting the services and when booking, you agree to the cancellation policy.

1. Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.
2. **Copyright and Intellectual Property**

1. The Website, the Services and all of the related products of White Label Corporate 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 White Label Corporate or its contributors.

1. All trademarks, service marks and trade names are owned, registered and/or licensed by White Label Corporate, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

1. use the Website pursuant to the Terms;
2. copy and store the Website and the material contained in the Website in your device's cache memory; and
3. print pages from the Website for your own personal and non-commercial use.

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

1. White Label Corporate 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:

1. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

1. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

1. 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).

1. You may not, without the prior written permission of White Label Corporate 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.
2. **Privacy**

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

1. **General Disclaimer**
2. 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.
3. Subject to this clause, and to the extent permitted by law:
4. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
5. White Label Corporate will not be liable for any special, indirect orconsequential 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.

1. 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 White Label Corporate make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of White Label Corporate) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
2. 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 unauthorised access to records;
3. 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).

1. costs incurred as a result of you using the Website, the Services or any of the products of White Label Corporate; and

1. the Services or operation in respect to links which are provided for your convenience.
2. **Limitation of liability**
	1. White Label Corporate'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.
	2. You expressly understand and agree that White Label Corporate, 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.
3. **Termination of Contract**
4. The Terms will continue to apply until terminated by either you or by White Label Corporate as set out below.

1. If you want to terminate the Terms, you may do so by:

1. providing White Label Corporate with 7 days' notice of your intention to terminate; and

1. closing your accounts for all of the services which you use, where White Label Corporate has made this option available to you.

Your notice should be sent, in writing, to White Label Corporate via the 'Contact' link on our homepage.

1. White Label Corporate may at any time, terminate the Terms with you if:

1. you have breached any provision of the Terms or intend to breach any provision;

1. White Label Corporate is required to do so by law;

1. the provision of the Services to you by White Label Corporate is, in the opinion of White Label Corporate, no longer commercially viable.

1. Subject to local applicable laws, White Label Corporate 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 White Label Corporate's name or reputation or violates the rights of those of another party.
2. **Indemnity**

You agree to indemnify White Label Corporate, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

1. 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;

1. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

1. any breach of the Terms.
2. **Governing Law**

The Terms are governed by the laws of Western Australia, 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 Western Australia, 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.

1. **Severance**

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.