

Website Terms and Conditions

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These website terms and conditions (“**Terms of Use**”) apply to your use of the Website and by using the Website you agree to be bound by these Terms of Use.

Please read these Terms of Use prior to purchasing any products from and/or using our service. If you do not agree to these Terms of Use, you should not obtain or use information, services or products from this Website.

Information

All information displayed on the Website is current at the time of display and any reference to currency is a reference to Australian Dollars. We take every reasonable care to ensure accuracy of all information listed. However, Hamaya is not liable for any errors in pricing and description. It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon.

We may from time to time, before your purchasing any products from this Website, require you to enter into the relevant agreement for the purchase of the products, and execute all other necessary documents.

User Account, Requests for Quotation and Orders

You are solely responsible for the activity that occurs on your account (including orders placed using your account), and you must keep your account password secure. We are not responsible for any unauthorised activity on your account if you fail to keep your account login information secure. We may refer fraudulent or abusive or illegal activity to the relevant authorities.

You must not use another person’s account without our, and/or the other person’s, express permission. If you suspect or become aware of any unauthorised use of your account or that your password is no longer secure, you must notify us immediately and take immediate steps to re-secure your account (including by changing your password).

If you discover that you have made a mistake with order after you have submitted it through the website, please contact our team immediately. However, we cannot guarantee that we will be able to amend your order in accordance with your instructions. Until the time when we accept your order we reserve the right to refuse to process your order.

Use of the website

You must not:

- a) use the website (including any of Hamaya’s social media sites) for any activities, or post or transmit to or via the websites any information or materials, which:
 - i. breaches any laws or regulations, infringes a third party's rights or privacy, or which are contrary to any applicable standards or codes;
 - ii. interferes with other users, or defames, harasses, threatens, bullies, or offends any person, or which inhibits any other user from using the website;
 - iii. is obscene, indecent, discriminatory, inflammatory or pornographic or which could give rise to civil or criminal proceedings;
- b) use the websites to send unsolicited commercial or bulk electronic messages;
- c) make any fraudulent or speculative enquiries, reservations or requests using the websites;
- d) provide false information when registering or changing your registration details;

- e) tamper with, hinder the operation of or make unauthorised modifications to the website;
- f) knowingly transmit any virus or other disabling feature to or via the websites;
- g) attempt any of the above acts or permit another person to do any of the above acts;

Indemnity

To the full extent permitted by law, you agree to indemnify Hamaya and keep Hamaya indemnified from and against any liability and any loss or damage Hamaya may sustain, as a result of any breach, act or omission, arising directly or indirectly of these Terms of Use by you or your representatives.

Liability

Hamaya's liability is limited, to the extent permissible by law and at its option, to:

- (a) in relation to products:
 - (i) the replacement of the products or the supply of equivalent products; or
 - (ii) the payment of the cost of replacing the products or of acquiring equivalent products
- (b) where the products are services:
 - (i) the supply of service again; or
 - (ii) the payment of the cost of having the services supplied again.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms of Use are excluded and Hamaya is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Hamaya's failure to complete or delay in completing the order to deliver the products.

Hamaya is not responsible and accept no liability for loss or damage arising from Website failures or downtime.

In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this Website.

Links

If you wish to establish a link to Hamaya Website from your website, you must seek our prior written consent.

This Website may from time to time contain hyperlinks to other Websites. Such links are provided for convenience only and Hamaya is not responsible for the content and maintenance of or privacy compliance in relation to any linked Website. Any hyperlink on our Website to another Website does not necessarily imply our endorsement, support, or sponsorship of the operator of that Website or of the information and/or products that they provide.

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Security Risk

Third parties may intercept or modify transmissions to and from this Website and it is possible that computer viruses or other defects may be contained in files obtained from or through this Website. Hamaya is not liable for any damage that may be a result of your use of this Website or of any linked Website.

Content Submitted Online

Where you post or submit content to our website (such as customer information, photos, order details, designs, etc) you warrant that you:

- a) have the permission of the person/s to whom the content relates to submit it to the website, and if they appear in any photo for them and their image or likeness to be subject to these Terms, including use by Hamaya in accordance with Hamaya's Privacy Policy; and
- b) have the right to submit the content (including copyright); the content is your own original creation; and that you unconditionally and irrevocably consent to any act or omission which might infringe any moral rights you may have in the content (as defined in the Copyright Act 1968 (Cth)).

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All personal information obtained by using Hamaya's Website is governed by Hamaya's Privacy Policy. By using the Website you agree with Hamaya's [Privacy Policy](#). If you do not agree to Hamaya's Privacy Policy, you should not provide your personal information to Hamaya.

Upon accepting these Terms and the Privacy Policy you agree that the personal information collected may also be used to promote and inform you on other Hamaya products and services, which may interest you. You may notify us at any time that you no longer wish to receive any direct marketing by email info@guinot.com.au

General

No waiver of any of these terms and conditions or failure to exercise a right or remedy by Hamaya will be considered to imply or constitute a further waiver by Hamaya of the same or any other term, condition, right or remedy.

Hamaya reserves the right to modify any of the Terms of Use and Privacy Policy at any time.

These Terms of Use are governed by the laws of New South Wales, Australia. If any part of these Terms of Use is found to be invalid or unenforceable, it shall be served without affecting the remainder.

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