

Terms of Service and Privacy Policy

Terms of Service:

The usage of the website storybook.com.au and all its content, services, and products (collectively referred to as the "Website") is governed by the following terms and conditions. The Website is owned and operated by Storybook Timeless Design P/L, trading as Storybook Designer Homes. Your access to and use of the Website is subject to your acceptance of all the terms and conditions outlined in this Agreement, without any modifications. Additionally, you must adhere to all other operating rules, policies (including Storybook Timeless Design P/L, trading as Storybook Designer Homes Privacy Policy), and procedures that may be periodically published on this Site by Storybook Timeless Design P/L, trading as Storybook Designer Homes. It is important to carefully read this Agreement before using or accessing the Website. By accessing or using any part of the Website, you acknowledge and agree to be bound by the terms and conditions stated in this Agreement. If you do not agree to all the terms and conditions, you are not permitted to access the Website or utilize any of its services. If these terms and conditions are deemed an offer by Storybook Timeless Design P/L, trading as Storybook Designer Homes, acceptance is explicitly limited to these terms. Please note that the Website is only available to individuals who are at least 13 years old.

1. Your storybook.com.au Account and Site. If you create a blog or site on the Website, it is your responsibility to ensure the security of your account and blog. You are fully accountable for all activities that occur under your account and any other actions associated with your blog. It is strictly prohibited to provide misleading or unlawful descriptions or assign keywords to your blog, particularly with the intention of exploiting the name or reputation of others. Storybook Timeless Design P/L, trading as Storybook Designer Homes. Reserves the right to modify or remove any description or keyword deemed inappropriate, unlawful, or potentially liable for Storybook Timeless Design P/L, trading as Storybook Designer Homes. In the event of any unauthorized use of your blog, account or any security breaches, you must promptly notify Storybook Timeless Design P/L, trading as Storybook Designer Homes. Storybook Timeless Design P/L, trading as Storybook Designer Homes. Will not be held liable for any actions or negligence on your part, including any resulting damages incurred as a consequence of such actions or negligence.

2. Responsibility of Contributors

If you engage in activities such as operating a blog, commenting on a blog, posting material, or sharing links on the Website, you are solely responsible for the Content and any consequences resulting from it. This applies regardless of whether the Content includes text, graphics, audio files, or computer software. By making Content available, you represent and warrant the following:

- The downloading, copying, and use of the Content will not infringe upon the proprietary rights (including but not limited to copyright, patent, trademark, or trade secret rights) of any third party.

- If your employer has rights to the intellectual property you create, you have obtained the necessary permission or waiver to post or make the Content available.
- You have complied with any applicable third-party licenses related to the Content and have ensured that any required terms bind end users.
- The Content does not contain any viruses, worms, malware, Trojan horses, or other harmful or destructive Content.
- The Content is not spam, machine-generated, or designed to drive traffic to third-party sites, boost search engine rankings, engage in unlawful acts, or mislead recipients as to its source.
- The Content is not pornographic, threatening, inciting violence, or violating the privacy or publicity rights of any third party.
- Your blog is not promoted through unwanted electronic messages, such as spam links, on newsgroups, email lists, other blogs, websites, or similar unsolicited promotional methods.
- Your blog's name does not mislead readers into believing you are someone else or a different company.
- If the Content includes computer code, you have accurately categorized and described its type, natural uses, and effects as requested by Storybook Timeless Design P/L (trading as Storybook Designer Homes) or otherwise.

By submitting Content to Storybook Timeless Design P/L (trading as Storybook Designer Homes) for inclusion on the Website, you grant them a worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content for the sole purpose of displaying, distributing, and promoting your blog. If you delete Content, Storybook Designer Homes will make reasonable efforts to remove it from the Website, but keep in mind that cached or referenced versions may not be immediately unavailable. Storybook Timeless Design P/L (trading as Storybook Designer Homes) reserves the right to refuse or remove any content that violates their policies or is deemed harmful or objectionable, as well as terminate or deny access to the Website to any individual or entity at their sole discretion. They are not obligated to provide a refund for any previously paid amounts.

4. Payment and Renewal.

○ General Terms.

When you choose a product or service, you are acknowledging your agreement to pay Storybook Timeless Design P/L (trading as Storybook Designer Homes) the specified one-time, monthly, or annual subscription fees. Additional payment terms may be communicated separately. Subscription payments will be charged in advance on the day you upgrade and will cover the usage of the service for the designated monthly or annual subscription period. Please note that payments are non-refundable.

- **Automatic Renewal.**

If you wish to cancel a subscription, it is necessary to notify Storybook Timeless Design P/L (trading as Storybook Designer Homes) before the end of the current subscription period. Failure to provide such notice will result in automatic renewal of the subscription. You authorize Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") to collect the relevant annual or monthly subscription fee (including any applicable taxes) using the credit card or payment method associated with your account. You can cancel upgrades at any time by submitting a written request to Storybook Timeless Design P/L ("Trading as Storybook Designer Homes").

5. Services.

- **Fees; Payment.** When you create a Services account, you are accepting the responsibility to pay Storybook Timeless Design P/L (trading as Storybook Designer Homes) the relevant setup fees and recurring fees. These fees will be invoiced and due in advance, starting from the day your services are established, regardless of whether you have utilized the services during that period. Please note that Storybook Timeless Design P/L (trading as Storybook Designer Homes) reserves the right to modify the payment terms and fees. In the event of any changes, you will be provided with a written notice at least thirty (30) days prior. You have the option to cancel the Services at any time by providing Storybook Designer Homes with a written notice of cancellation, which should be submitted at least thirty (30) days in advance.

- **Support.** If you have subscribed to a service that includes priority email support, "Email support" refers to the option of requesting technical assistance by email at any time regarding the use of the VIP Services. Storybook Timeless Design P/L (trading as Storybook Designer Homes) will make reasonable efforts to respond to these support requests within five business days. The term "Priority" signifies that the support provided to VIP Services users takes precedence over the support offered to users of the standard or free storybook.com.au services. All support will be provided in accordance with Storybook Timeless Design P/L (trading as Storybook Designer Homes) standard service practices, procedures, and policies.

6. Responsibility of Website Visitors. Storybook Timeless Design P/L (trading as Storybook Designer Homes) acknowledges that it has not reviewed, and cannot review, all of the material posted on the Website, including computer software. As a result, Storybook Designer Homes cannot be held responsible for the content, use, or effects of such material. By operating the Website, Storybook Timeless Design P/L (trading as Storybook Designer Homes) does not endorse the posted material or assert its accuracy, usefulness, or harmlessness. You are responsible for taking necessary precautions to safeguard yourself and your computer systems against viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain offensive, indecent, or objectionable content, as well as technical inaccuracies, typographical errors, and other mistakes.

Additionally, the Website may include material that violates the privacy or publicity rights of third parties or infringes upon their intellectual property and proprietary rights. The downloading, copying, or use of such material may be subject to additional stated or unstated terms and

conditions. Storybook Timeless Design P/L (trading as Storybook Designer Homes) disclaims any responsibility for any harm resulting from visitors' use of the Website or their downloading of posted content.

7. Content Posted on Other Websites. We have not reviewed and are unable to review all of the material, including computer software, that is made available through the websites and web pages linked to or from storybook.com.au. Storybook Timeless Design P/L (trading as Storybook Designer Homes) has no control over these external websites and web pages. Therefore, we are not responsible for their content or usage. The inclusion of a link to a non-Storybook website or webpage does not imply endorsement by Storybook Timeless Design P/L (trading as Storybook Designer Homes). You are responsible for taking necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Storybook Timeless Design P/L (trading as Storybook Designer Homes) disclaims any responsibility for any harm arising from using non-Storybook Designer Homes' websites and web pages.

8. Copyright Infringement and DMCA Policy. As Storybook Timeless Design P/L (trading as Storybook Designer Homes) expects others to respect its intellectual property rights, it also respects the intellectual property rights of others. If you believe that material on storybook.com.au infringes upon your copyright, you are encouraged to notify Storybook Designer Homes in accordance with the Digital Millennium Copyright Act ("DMCA") Policy of Storybook Designer Homes. Storybook Designer Homes will promptly respond to such notices and, if deemed necessary or appropriate, take action, such as removing the infringing material or disabling the links to it. In circumstances where a visitor is determined to be a repeat infringer of Storybook Designer Homes' copyrights or other intellectual property rights, Storybook Designer Homes may terminate the visitor's access to and use of the Website. In such cases, Storybook Designer Homes are not obligated to provide a refund for any previously paid amounts.

9. Intellectual Property. This Agreement does not transfer any Storybook Timeless Design P/L (trading as Storybook Designer Homes) or third-party intellectual property rights from Storybook Timeless Design P/L (trading as Storybook Designer Homes) to you. All rights, title, and interest in such intellectual property will remain solely with Storybook Timeless Design P/L (trading as Storybook Designer Homes), as between the parties. The trademarks, service marks, graphics, and logos used in connection with storybook.com.au or the Website, including Storybook Timeless Design P/L (trading as Storybook Designer Homes), storybook.com.au, and the storybook.com.au logo, are either trademarks or registered trademarks of Storybook Timeless Design P/L (trading as Storybook Designer Homes) or its licensors. Other trademarks, service marks, graphics, and logos used on the Website may be the trademarks of third parties. Your use of the Website does not grant you any right or license to reproduce or use any Storybook Designer Homes or third-party trademarks.

10. Advertisements. Storybook Timeless Design P/L (trading as Storybook Designer Homes) retains the right to display advertisements on your blog unless you have obtained an ad-free account through purchase.

11. Attribution. Storybook Timeless Design P/L (trading as Storybook Designer Homes) reserves the right to include attribution links, such as 'Blog at storybook.com.au,' theme author, and font attribution, in the footer or toolbar of your blog

12. Partner Products. By activating a partner product, such as a theme, provided by one of our partners, you agree to adhere to the terms of service set by that partner. If you decide to no longer comply with their terms of service, you can opt-out by deactivating the partner product.

13. Domain Names. If you are registering a domain name, using or transferring a previously a registered domain name, you acknowledge and agree that the use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN"), including their Registration Rights and Responsibilities.

14. Changes. Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") retains the right, at its sole discretion, to modify or substitute any portion of this Agreement. It is your responsibility to review this Agreement for any changes regularly. By continuing to use or access the Website after any modifications to this Agreement have been posted, you signify your acceptance of those changes. Additionally, Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") may introduce new services and/or features through the Website in the future (including the introduction of new tools and resources). Such additional features and/or services will also be subject to the terms and conditions of this Agreement.

15. Termination. Storybook Timeless Design P/L (" Trading as Storybook Designer Homes") may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your storybook.com.au account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a paid services account, such account can only be terminated by Storybook Designer Homes if you materially breach this Agreement and fail to cure such breach within thirty (30) days from Storybook Timeless Design P/L (" Trading as Storybook Designer Homes")notice to you thereof; provided that, Storybook Designer Homes can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

16. Disclaimer of Warranties. The Website is provided "as is". Storybook Timeless Design P/L (" Trading as Storybook Designer Homes") and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Storybook

Timeless Design P/L (" Trading as Storybook Designer Homes")nor its suppliers and licensors make any warranty that the Website will be error free or that.

access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

17. Limitation of Liability. In no event will Storybook Timeless Design P/L (" Trading as Storybook Designer Homes"), or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Storybook Designer Homes under this agreement during the twelve (12) month period prior to the cause of action. Storybook Timeless Design P/L (" Trading as Storybook Designer Homes")shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable Law

18. General Representation and Warranty. In strict accordance with the Storybook Designer Homes PrivacyPolicy, with this Agreement and with all applicable laws and regulations (including without limitation of any local laws or regulations in your country, state, city, or other governmental areas regarding online conduct and acceptable content, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

19. Indemnification. You agree to indemnify and hold harmless Storybook Timeless Design P/L (" Trading as Storybook Designer Homes"), its contractors, its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

20. Miscellaneous. This Agreement constitutes the entire agreement between Storybook Designer Homes and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive Storybook Timeless Design P/L (" Trading as Storybook Designer Homes") or by the posting by Storybook Designer Homes of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of Victoria, Australia, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Victoria Australia. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in

accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Victoria, Australia, in the English language, and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to and agrees to be bound by its terms and conditions; Storybook Timeless Design P/L (" Trading as Storybook Designer Homes") may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Service Users & Customer Responsibilities

- Storybook Timeless Design P/L (trading as Storybook Designer Homes) collects personally-identifying information from visitors who choose to interact with them through their websites. The type and amount of information collected depend on the nature of the interaction. For example, when visitors sign up on storybook.com.au, they are asked to provide a username and email address. For transactions, additional personal and financial information may be required to process the transactions. Storybook collects this information only as necessary to fulfil the purpose of the visitor's interaction and does not disclose personally-identifying information except as described below. Visitors have the option to refuse to provide personally-identifying information, but it may limit their engagement in certain website-related activities.

Storybook Timeless Design P/L (trading as Storybook Designer Homes) may gather statistics about visitor behaviour on their websites and may publicly display or provide this information to others. However, personally-identifying information is not disclosed except as described below. To protect personally-identifying information, Storybook Timeless Design P/L (trading as Storybook Designer Homes) only discloses such information to employees, contractors, and affiliated organizations who need to know the information for processing or providing services on behalf of Storybook . These individuals and organizations have agreed not to disclose the information to others. Some of them may be located outside the visitor's home country, and by using Storybook Timeless Design P/L (trading as Storybook Designer Homes) websites, visitors consent to transfer their information to these parties. Storybook does not rent or sell personally-identifying information to anyone. However, the company may disclose such information in response to a subpoena, court order, or governmental request, or when they believe in good faith that disclosure is necessary to protect the property or rights of Storybook Designer Homes, third parties, or the public.

Registered users who have provided their email addresses may receive occasional emails from Storybook Timeless Design P/L (trading as Storybook Designer Homes) about new features, requests for feedback, or updates on company products. If a user sends a request, it may be published to clarify or respond to the request or to assist other users. Storybook takes

reasonable measures to protect against unauthorized access, use, alteration, or destruction of personally-identifying information.

Gathering of Personally-Identifying Information

When visitors interact with Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") websites, they may be required to provide personally-identifying information. The specific information collected and its extent depend on the nature of the interaction. For instance, when signing up on storybook.com.au, visitors are asked to provide a username and email address. For transactions, additional personal and financial information may be necessary for processing. Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") collects such information only to the extent necessary to fulfill the purpose of the visitor's interaction. Personally-identifying information is not disclosed except as described below. Visitors have the option to decline providing personally-identifying information, but this may limit their participation in certain website-related activities.

Storybook Designer Homes may gather aggregated statistics on visitor behavior on their websites. This information may be displayed publicly or shared with others. However, Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") does not disclose personally-identifying information except as described below.

Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") is committed to protecting the privacy of personally-identifying information. Such information is only disclosed to employees, contractors, and affiliated organizations who require it to process on behalf of Storybook Designer Homes or provide services on Storybook Designer Homes' websites. These individuals and entities have agreed not to disclose the information to others. It's important to note that some of these employees, contractors, and affiliated organizations may be located outside of your home country. By using Storybook Designer Homes websites, you consent to the transfer of your information to them.

Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") does not rent or sell potentially personally identifying and personally-identifying information to any third party. The disclosure of such information is limited to the aforementioned individuals and entities, except in cases where it is required by a subpoena, court order, governmental request, or when Storybook Timeless Design P/L ("Trading as Storybook Designer Homes") believes in good faith that disclosure is necessary to protect the rights, property, or safety of Storybook Designer Homes, third parties, or the public.

If you are a registered user and have provided your email address, Storybook Designer Homes may occasionally send you emails to inform you about new features, request feedback, or provide updates about Storybook and its products. If you send a request, Storybook reserves the right to publish it in order to clarify or respond to your request or to assist other users. Storybook takes all reasonably necessary measures to safeguard personally-identifying information against unauthorized access, use, alteration, or destruction. Protect against

unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Cookies

The passage you provided describes how Storybook Timeless Design P/L (Trading as Storybook Designer Homes) uses cookies and addresses the potential transfer of user information in the event of a business transfer or bankruptcy. Here's a breakdown of the key points:

1. **Use of Cookies:** Storybook utilizes cookies, small text files stored on a visitor's computer, to identify and track visitor behaviour, website usage, and preferences. Cookies help enhance the browsing experience and enable certain features on the website. Visitors who do not wish to have cookies placed on their computers can adjust their browser settings to refuse cookies. However, it's important to note that this may impact the functionality and user experience of Storybook Designer Homes' websites.
2. **Business Transfers:** In the event of a substantial acquisition of Storybook Timeless Design P/L (Trading as Storybook Designer Homes) or if the company goes out of business or enters bankruptcy, user information may be transferred or acquired by a third party. It's important to acknowledge that such transfers may occur, and any acquirer of Storybook Designer Homes would be allowed to continue using the personal information in accordance with the policies outlined in this statement.
- 3.

Please note that the information provided here is a summary interpretation of the passage you shared. For the most accurate and up-to-date information, it is always recommended to refer to the official privacy policy and terms of use provided by Storybook Timeless Design P/L (Trading as Storybook Designer Homes) on their website.

Ads

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Storybook Timeless Design P/L (Trading as Storybook Designer Homes) and does not cover the use of cookies by any Advertisers.

Privacy Policy Changes

Although most changes are likely to be minor, Storybook Timeless Design P/L (Trading as Storybook Designer Homes) may change its Privacy Policy from time to time and in Storybook Designer Homes sole discretion. Storybook encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a storybook.com.au account, you might also

receive an alert informing you of these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.