

Terms & Conditions

Terms and Conditions – www.sheleeart.com

WWW.SHELEEART.COM (THE 'WEBSITE') IS AN ONLINE SERVICE OWNED AND OPERATED BY SHELEE ART PTY LTD (ACN 635 129 458) TRADING AS SHELEE ART ('SHELEE ART'). THE WEBSITE INCLUDES OFFERS TO PURCHASE GOODS OR SERVICES AS WELL AS OTHER CONTENT. PLEASE READ THE FOLLOWING TERMS & CONDITIONS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY VISITING THE WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS & CONDITIONS OF USE, WHICH SHALL FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SHELEE ART. FURTHER, BY PURCHASING ANY ITEM FROM SHELEE ART YOU AGREE THAT THE FOLLOWING TERMS & CONDITIONS APPLY TO ANY SUCH PURCHASE.

A. USER AGREEMENT GOVERNING USE OF WEBSITE

1. USER AGREEMENT

If you do not agree to the terms and conditions set out in these Terms & Conditions of Use, you must not use the Website.

2. YOUR STATUTORY RIGHTS

As a consumer, nothing in this agreement affects your entitlement to any non-excludable statutory warranty under the Australian Consumer Law.

3. AMENDMENTS TO TERMS & CONDITIONS OF USE

Shelee Art reserves the right to amend, vary and/or replace these Terms & Conditions of Use at any time, and from time to time, at its sole discretion. Your continued use of the Website will be deemed to be your acceptance of any amendment, variation and/or replacement of these Terms & Conditions of Use.

4. ACCOUNTS

4.1. 'Offers' are any advertised product(s) and/or service(s) available for purchase on the Website. In order to have access to Offers and the ability to purchase Offers via this website you must first create a registered account on the Website ('Account'). Creating an Account will enable you to: (a) receive information and email communications from us relating to Offers and your account/membership; (b) make an order to purchase an Offer; (c) change your preferences, including with respect to your preferred contact details, geographic location, and passwords; (d) view and print Offers you have purchased; and (e) view past Offers you have purchased.

4.2. When registering an Account, you agree to provide accurate and complete information about yourself and to keep this information up-to-date.

4.3. By registering an account you expressly consent to receiving email communication from Shelee Art (and/or third party agents engaged by us (e.g. our website platform "WordPress")) for purposes directly relevant to your account.

4.4. Shelee Art reserves the right to refuse registration of an Account (or to suspend or close an existing Account at any time without prior notice to you) where:

- (a) you have opened, or are attempting to open, an Account in a fraudulent or illegal manner;
- (b) you have breached these Terms & Conditions of Use;
- (c) we consider refusal of registration of an Account or the closure of an existing Account to be necessary to comply with any requirements of the law; or
- (d) you have an existing Account.

In the event that your Account is suspended or closed at a time when you are awaiting delivery of products or service, we reserve the right to cancel your order(s). A refund may be issued to using the information provided during the purchase process.

- 4.5. You are solely responsible for the activity that occurs on your Account and for keeping your Account log-in and password secure.
- 4.6. Each time you use the password, you will be deemed to be authorised to access and use the Website in a manner consistent with these Terms & Conditions. This means that you are responsible for any products and services purchased using your account details. You must notify us if at any time you believe someone has access to your password.

5. LEGAL CAPACITY

By making an order to purchase an Offer, you warrant to Shelee Art that you are:

- (a) eighteen (18) years of age or above; and
- (b) entering into a legally binding contract with Shelee Art with respect to that Offer.

6. UNAUTHORISED USE OF THE WEBSITE

- 6.1. You agree to use this Website only for purposes that are permitted by:
 - (a) these Terms & Conditions of Use; and/or
 - (b) any applicable laws or regulations.
- 6.2. You agree not to engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website. You agree not to, or attempt to, circumvent, disable, manipulate or otherwise interfere with security-related features of the Website.
- 6.3. You agree not to use, reproduce, make available, communicate to the public, distribute or commercialise any content that is published on the Website or within any email correspondence that you receive from us ('Content') except as permitted by these Terms & Conditions of Use, by law or with the prior written consent of Shelee Art.
- 6.4. Any fraudulent, illegal or unauthorised use of the Website shall constitute a violation of these Terms & Conditions of Use. You understand and agree that we may refer any suspected fraudulent or illegal activity to relevant law enforcement authorities.

7. LIMITATION OF LIABILITY

7.1. The Australian Consumer Law (“ACL”) grants you certain rights and protections related to the provision of goods and services that no one can exclude. Nothing in these Terms & Conditions of Use can exclude or restrict the application of the ACL but, to the extent that it can under the ACL, Shelee Art does not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to use of this Website outside the ACL. Subject to claims available under consumer protection laws, neither Shelee Art nor its related bodies corporate (as that term is defined in the Corporations Act 2001) is liable:

- (a) to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with your use of this Website;
- (b) for disruptions to this Website; and
- (c) to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or an external website. You must take your own precautions to ensure that whatever you select for use from this Website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

7.2. For claims that cannot be excluded or restricted under consumer protection laws, the liability of Shelee Art for such a claim will (at our option and to the extent permitted by law) be limited to:

- (a) in the case of goods: (i) repairing or replacing those goods; or (ii) paying the cost of having those goods repaired or replaced; and
- (b) if the breach relates to services: (i) resupplying those or equivalent services; or (ii) paying the cost of having those services resupplied.

8. INDEMNITY

You will at all times indemnify, and keep indemnified, Shelee Art and its directors, officers, employees, agents and related bodies corporate (as that term is defined in the Corporations Act 2001) from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by Shelee Art arising from any claim, demand, suit, action or proceeding by any person against you or Shelee Art where such loss or liability arose out of, in connection with or in respect of your use of the Website, your conduct and/or your breach of these Terms & Conditions of Use.

9. PRIVACY

9.1. The Shelee Art Privacy Policy is incorporated into these Terms & Conditions of Use.

9.2. In the event of the Shelee Art business or company being sold to a third party, you grant us the right to transfer the personal information and other data and rights that Shelee Art has collected from you to that third party, and Shelee Art will not be required to obtain your prior consent or approval or to notify you of such a transfer.

10. WEBSITE INFORMATION

10.1. Any information and content that is published on the Website is owned or controlled by Shelee Art and is protected by worldwide copyright laws. You may download content only for your personal use for non-commercial purposes but no modification or future reproduction of the content is permitted. The content may otherwise not be copied or used in any way. In relation to the information on the Website (including in relation to Offers) Shelee Art takes all reasonable steps to:

- (a) include up-to-date and accurate information but makes no representations, warranties, or assurances as to the accuracy, currency, comprehensiveness or completeness of the information provided; and
- (b) to ensure information relating to Offers and/or goods and services is accurate and without errors.

However, on occasion, a third party will provide Shelee Art with inaccurate information. Consequently, you agree that Shelee Art will not be held liable for the publication on the Website of any inaccuracies or errors in information relating to goods and services that it has received from third parties

10.2. Shelee Art will not be liable for any damages or injury resulting from your access to, or inability to access, this Website, or from your reliance on any information provided at this Website. This Website is designed and maintained in from within Australia, whilst every reasonable attempt is made to accommodate international use, Shelee Art cannot make any guarantees that your experience and results will replicate the experience and results demonstrated and marketed by Shelee Art.

10.3. You agree that you are responsible for:

- (a) making your own reasonable enquiries to verify information that is published on the Website about particular goods and services; and
- (b) assessing the suitability of goods and services prior to you placing an order for an Offer relating to those goods or services.

11. DISCLAIMER

11.1. The Shelee Art Disclaimer is incorporated into these Terms & Conditions of Use.

12. LINKS TO THIRD PARTY WEBSITES

Links to third-party websites are provided on the Website for convenience only. By clicking on a third-party link, you will leave the Website. Shelee Art does not endorse nor support the content of third-party links, and is not responsible for the content of a third-party website (unless expressly stated otherwise). Shelee Art will not be liable for any damages or injury arising from any third party website content or otherwise from any third party website.

13. GENERAL TERMS

13.1. Nothing in these Terms & Conditions of Use creates a partnership, employment relationship or agency relationship between you and Shelee Art.

- 13.2. Shelee Art will not be liable for any delay in fulfilling its material obligations under these Terms & Conditions of Use if such delay is due to an act of God, act of terrorism, revolution, civil strife, industrial action, fire, flood, war, public disaster, natural disaster, plague or epidemic, delay in transportation or other cause, event or circumstance outside it's control which is not due to any lack of reasonable prudence or foresight.
- 13.3. To the extent permitted by the ACL, Shelee Art will not be held liable or responsible for your failure to replicate results demonstrated and marketed by Shelee Art.
- 13.4. Any provision of these Terms & Conditions of Use which is held to be illegal, void or unenforceable shall be deemed to be severed and the remainder of these Terms & Conditions of Use read in full force and effect.
- 13.5. Shelee Art's failure to enforce any provision of these Terms & Conditions of Use will not be considered a waiver of its right to enforce such provision.
- 13.6. These Terms & Conditions are to be interpreted in accordance with the laws of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland.

B. USER AGREEMENT GOVERNING SHELEE ART OFFERS

1. PLACING ORDERS

- 1.1. Shelee Art provides its Account-holders with opportunities to purchase Offers for goods and/or services (e.g. educational services or coaching services) at specified rates and on these terms and conditions. Where any additional terms are specified on the Website in the description of a particular Offer, those terms will apply to that Offer in addition to these Terms and Conditions. By agreeing and submitting payment for purchase of an Offer on the Website, you agree to receive the Offer and have thereby made an order and be will charged for the purchase of that Offer. In the event that an offer is specified as a preorder, by making an order to purchase such an Offer on the Website, you agree to receive and be charged for the Offer once the goods and/or services are in a condition ready for delivery to you.
- 1.2. For the avoidance of doubt, the promotion and/or publication of Offers on the Website or within any email correspondence that you receive from Shelee Art does not constitute an offer from Shelee Art to sell you the goods and services that are the subject of the Offer. The promotion and/or publication of Offers on the Website or within any email correspondence that you receive from Shelee Art is an invitation to treat only.
- 1.3. By placing an order for an Offer on the Website, you are making an offer and commitment to purchase an Offer (being the goods and services that are the subject of the Offer) on the Offer Specific Terms and otherwise on the terms and conditions set out in these Terms and Conditions.
- 1.4. Shelee Art reserves the right to accept or reject your offer to purchase an Offer for any reason (or no reason). In the event Shelee Art cancels your order to purchase an Offer, Shelee Art will charge-back the full purchase price to your PayPal.

- 1.5. Once you have placed your order for an Offer, you will receive a confirmation of your order (by email from PayPal) and your PayPal will be charged for the purchase price of the Offer.
- 1.6. You will only be issued an Offer if:
 - (a) full payment for that Offer has been received by Shelee Art; and
 - (b) where the goods and/or services have become deliverable (where applicable).
- 1.7. An 'Offer' may be products and/or services and an Offer may take the form of physical or digital products being delivered to you, services provided directly to you (such as educational/coaching services or delivery services) and/or a voucher for services delivered to you via email, by post or downloadable on the Website via your Account (wherever applicable).
- 1.8. Acceptance and payment of an Offer equates to submission of an order for processing subject to these Terms and Conditions.
- 1.9. To ensure accuracy you must provide to Shelee Art all such accurate and up-to-date email, postal address and other contact details as Shelee Art requests, and that you promptly notify Shelee Art if any of these details have changed.
- 1.10. Shelee Art is not liable or responsible for any loss suffered as a result of an Offer or order not being received by you due to:
 - (a) inaccurate information provided by you to Shelee Art;
 - (b) our delivery service providers being unable to access or drop off the order at the specified address;
 - (c) an email being blocked by a firewall or filter installed on your computer; or
 - (d) where you have registered an incorrect email address, address or other contact information.

2. PRICES AND PAYMENT

- 2.1. All prices are in listed Australian Dollars. All prices are subject to change. All prices displayed on this Website are only valid online at the time shown.
- 2.2. Shelee Art accepts payment via PayPal, a service provided by PayPal Australia Limited (ABN 93 111 195 389). Your payment method will need to be a method acceptable to PayPal and you will need a valid PayPal account.

Note: Your credit card or bank account information securely stored by PayPal will not be disclosed to us and we will not be able access it.

- 2.3. Submitting a payment request through PayPal for the product/s constitutes an agreement for your purchase of the selected product(s) and/or service(s).

- 2.4. You must not pay or attempt to pay for product(s) and/or service(s) using fraudulent credit card or bank account information.
- 2.5. Shelee Art attempts to accurately present the availability of goods and/or services, however goods and/or services availability may constantly vary and is only valid at the time shown.
- 2.6. In the event that an ordered item isn't available or we are unable to fulfil your order we may attempt to arrange an alternative item (if you agree) or we will provide a full refund.

3. CHARGE BACKS/NO REFUNDS

- 3.1. Shelee Art will not give refunds for change of mind, making an incorrect decision, or your failure to replicate results demonstrated and marketed by Shelee Art. You will not be entitled to any consideration, credit or full or partial refund on the purchase price of an issued Offer (once an email confirmation has been sent to your nominated email account by PayPal), except as required by law.

4. CANCELLATIONS

- 4.1. Generally, once you have made an order to purchase an Offer on the Website, you cannot cancel that order. If, after an order has been submitted, you want to cancel or amend an order, we will use reasonable endeavours to cancel or amend that Order in accordance with your instructions, provided that the order has not yet been completed or delivered. However, you may be charged the full purchase price if that Order has already commenced being completed.
- 4.2. Shelee Art also reserves the right to cancel your order if:
 - (a) you make payment with an unauthorised credit card;
 - (b) we are unable to process payment with the payment details provided;
 - (c) you provide invalid personal details;
 - (d) if, when required, you cannot provide acceptable proof of identity;
 - (e) the Offer has become unavailable;
 - (f) if, for any reason, we don't reasonably believe we can successfully complete delivery.

Shelee Art will attempt to notify you before cancelling your order.

5. DELIVERY OF OFFERS

- 5.1. Shelee Art accepts no liability or responsibility for our goods if they are not properly delivered due to no fault of Shelee Art.
- 5.2. In the event a delivered order is stolen or otherwise unlawfully removed or damaged after delivery, then Shelee Art accepts no liability or responsibility for that event occurring.

6. TERMS OF OFFER

- 6.1. You acknowledge and agree that your purchase of an Offer from Shelee Art may be subject to specific terms, conditions, rules and/or limitations ('Offer Specific Terms'), which will be communicated to you on the Website prior to your purchase of the Offer. To the extent there is any inconsistency between the Offer Specific Terms and these Terms and Conditions, the Offer Specific Terms will prevail. By placing an order for an Offer on the Website, you agree that all Offer Specific Terms will be legally binding on you in connection with that Offer.
- 6.2. Unless otherwise stated in the Offer Specific Terms or required by law, the following terms apply to all Offers (without limiting the other terms and conditions in these Terms and Conditions):
 - (a) Shelee Art is not responsible or liable for your lost or stolen Offers that have been delivered to the nominated delivery address; and
 - (b) purchased Offers may not, without the prior written consent of Shelee Art, be resold or offered for resale, duplicated, used, traded or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services.
- 6.3. Every effort has been made to ensure the information contained on the Website is correct, however Shelee Art makes no warranty as to the accuracy, comprehensiveness, or correctness of any products on the Website, and provides all products on an "as is" basis.
- 6.4. All Offers are subject to Shelee Art standard terms and conditions and policies identified in this document or specified in the terms for a specific Offer.

7. DELIVERY ZONES

Shelee Art endeavors to make its goods and services deliverable to all its users wherever situated, however Shelee Art makes no guarantees as to deliverability of goods or services to you due to your geographical location or circumstances which contribute to or cause prevention or obstruction of delivery.

8. RISK AND TITLE

- 8.1. The risk of loss of goods shall be passed to you upon our delivery of the order to the delivery address nominated on the relevant order form. You authorise for each order you purchase from Shelee Art to be left at your specified address and your order will have been taken to be delivered when it is delivered at that address. Shelee Art will not be held responsible for any loss, damage or liability as a result of this authority.
- 8.2. Title in the order (including the products comprising the order) passes to the purchaser:
 - (a) at the time when delivery of the order to the specified address is complete; or
 - (b) in the event alternate delivery arrangements are made where the purchaser collects the order, title passes to the purchaser at the time the purchaser takes possession of the order.

9. LIMITATION OF LIABILITY

- 9.1. The Australian Consumer Law (ACL) grants you certain rights and protections related to the provision of goods and services that no one can exclude. Nothing in these Terms and Conditions can exclude or restrict the application of the ACL but, to the extent that it can under these laws, Shelee Art does not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to an Offer, and/or the goods and services that are the subject of an Offer outside the ACL. Subject to claims available under the ACL, neither Shelee Art nor its related bodies corporate (as that term is defined in the Corporations Act 2001) is not liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with an Offer and/or the goods and services that are the subject of an Offer.
- 9.2. For any claims relating to an Offer, and/or the goods and services that are the subject of an Offer that cannot be excluded or restricted under consumer protection laws:
- (a) you will be entitled to a full refund or replacement Offer if there is a major failure by Shelee Art to comply with the consumer guarantees under the Australian consumer laws; and
 - (b) for minor failures by Shelee Art to comply with the consumer guarantees under these laws, the liability of Shelee Art for any applicable claim will (at our discretion and to the maximum extent permitted by law) be limited to:
 - (i) in the case of goods:
 - (A) repairing or replacing those goods; or
 - (B) paying the cost of having those goods repaired or replaced; and
 - (ii) if the breach relates to services:
 - (A) resupplying those or equivalent services; or
 - (B) paying the cost of having those services resupplied.
- 9.3. Shelee Art, including our partners, directors, officers, shareholders, related bodies corporate (as that term is defined in the Corporations Act 2001), employees, agents, contractors, and other third parties associated with running the Website, to the maximum extent permitted by law, disclaim all liability and responsibility for any loss or damage that might be suffered by you or any third party caused by the Website or the products sold on it including, without limitation, loss or damage suffered as a result of negligence.

10. INDEMNITY

You will at all times indemnify, and keep indemnified, Shelee Art and its directors, officers, employees, agents and related bodies corporate (as that term is defined in the Corporations Act 2001) from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by Shelee Art arising from any claim,

demand, suit, action or proceeding by any person against you or Shelee Art where such loss or liability arose out of, in connection with or in respect of your conduct or breach of any Offer Specific Terms or other term or condition relating to an Offer (as specified in these Terms & Conditions of Use) or a Merchant's standard terms and conditions and policies.

11. DISCLAIMER

The Shelee Art Disclaimer is incorporated into these Terms & Conditions of Use.

12. LAW

These Terms and Conditions are to be interpreted in accordance with the laws of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland. Any dispute arising out of your use of the Website, or the products or services purchased on it, will be subject to the exclusive courts of that jurisdiction.