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4. GENERAL INFORMATION

Although we always aim to ensure the content on this website is accurate and current, there may be errors or delays that could affect the accuracy of the information provided. Please always contact us to confirm any details of the notices provided.

The content of this website is for informational and or general information and use only. These terms of use do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service.

5. PROHIBITED ACTIVITIES

You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.

You agree not to use this website for any unlawful purpose or in any way that could damage, disable, overburden, or impair the website's functioning. You must not attempt to gain unauthorised access to any portion of the website, its servers, or any other systems connected to the Website.

Unauthorised use of this website may be a criminal offense and/or give rise to a claim for damages.

6. USER CONTENT

If you submit or post any content on this website, you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, adapt, publish, translate, and distribute such content for any purpose.

7. COOKIES & THIRD-PARTY LINKS

Our website may contain links to third-party websites. These websites may include (but are not limited to): products and services for other funeral-related suppliers, information to assist in managing grief, and government agencies and service providers.

These third parties or their websites and organisations are not owned or controlled by us. We have no control over and assume no responsibility for, the content, privacy policies, or practices of any third parties or their websites.

You acknowledge that third-party links are used at your own risk. They do not signify that we recommend or endorse the websites.

8. PASSWORD SECRECY

We may issue you with a username and password for use on this website or to access particular features made available on the website. If we do this, you agree to keep that information confidential. If you don't do this, you are responsible for any damages or harm that may result.

9. **DISCLAIMER OF WARRANTIES**

The information on this website is provided "as is," without any representations or warranties of any kind, express or implied. We make no representations or warranties regarding the accuracy, reliability, or availability of the content on this website.

10. **LIABILITY**

You acknowledge and agree that:

- a. Neither we nor any third parties provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness, or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies, or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- b. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirements.
- c. You indemnify us from and against all claims, suits, demands, actions, liabilities, costs, and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.
- d. 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.
- e. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

11. **CONSUMER GUARANTEES**

To the extent permitted by law, any conditions, warranties, guarantees, rights, remedies, liabilities, and other terms implied or conferred by statute, custom, or law that impose any liability or obligation on us are excluded under these terms of use.

However, if a supply made by us is governed by the Australian Consumer Law (ACL), nothing contained in these terms of use excludes the application of the ACL, provided that, to the extent permitted by the ACL, our liability is limited to:

- a. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- b. in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired,

and except in the case of a major failure, we can choose which remedy we provide.

12. **MODIFICATIONS**

We reserve the right to update these terms of use at any time without prior notice. Your continued use of the website after any changes signifies your acceptance of the revised terms.

13. **GOVERNING LAW**

These terms of use shall be governed by and construed in accordance with the laws of New South Wales, Australia, and any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

If any of the terms in these terms of use are invalid, unenforceable, or illegal, that term will be severed, and the remainder of these terms of use will continue in full force and effect.

By using our website, you acknowledge that you have read, understood, and agreed to these terms of use. If you do not agree with these terms, please refrain from using our website.