

ADVERTISER TERMS (Last updated 4 August 2018)

These Advertiser Terms ('Terms') apply to all Advertisers on this website. We may modify and update these Terms at any time, without notice. The Advertiser needs to ensure the Advertiser reviews the Terms from time to time. In using our website and services, the Advertiser agrees to be bound by these Terms as well as any and all general Terms and Conditions posted on our website from time to time. If the Advertiser does not accept these Terms, we cannot accept the Advertiser's listing.

DEFINITIONS

"Advertiser" means a member advertiser who has been approved by With Bogart to offer the Advertiser's goods or services through the website, withbogart.com.

In these Advertiser Terms, "Content" means any and all material, links, words, images including but not limited to any goods and services the Advertiser submits, advertises or links to the website, withbogart.com.

AGREEMENT FOR ADVERTISING

To use our advertising services offered through our website, the Advertiser agrees to the following:

The Advertiser warrants that:

- The information the Advertiser posts or otherwise provides to us to post on the website is genuine, true and accurate;
- Any Content the Advertiser provides to post will not breach any third-party rights;
- The Advertiser will keep the Advertiser's information updated and any Content the Advertiser includes on the Advertiser's advertisement, links or website complies with applicable laws, codes and regulations;
- All material and Content the Advertiser links to from our website is accurate, reliable, up-to-date, lawful, and not misleading;
- The Advertiser will at all times abide by the Australian Consumer Law (ACL) requirements including but not limited to the re-supply or refund of any goods or services the Advertiser supplies or provides which do not meet ACL requirements;
- The Advertiser also agrees to ensure the Advertiser adheres to good practice service standards for the supply of goods and services to customers in a timely and responsive manner; and
- By submitting any Content to the website, the Advertiser represents that the Advertiser has the ownership rights and title to this information and material and have the right to advertise and sell it. The Advertiser also represents that the Advertiser is not breaching any regulations, restrictions or third-party rights.

The Advertiser acknowledges and agrees:

- We are a facilitator only for the purposes of permitting businesses and individuals to post their advertisement on our website but do not guarantee any bookings, sales, business, increase in traffic or otherwise;
- Any products or services the Advertiser provides through the Advertiser's business is done directly under the Advertiser's contractual relationship with the customer. Any disputes, issues, dealings, complaints by customers are to be dealt with directly by the Advertiser with the customer and the

Advertiser agrees to indemnify us for any customer claim which results directly or indirectly from the Advertiser's action or inaction;

- The Advertiser will manage all customer disputes in good faith and in accordance with all Australian Consumer and other law requirements. We are not to be involved at any time and are not responsible directly or indirectly for any dispute with any customer regarding the Advertiser's provision of the Services; and
- By providing the Advertiser's credit card details, the Advertiser authorises us and agrees to the regular subscription or advertising fees being automatically deducted from the Advertiser's credit card or other nominated payment method unless the Advertiser or we cancel the subscription in accordance with the below Cancellation terms.

We make no warranty that the website services will meet the Advertiser's requirements or be available on an uninterrupted, secure or error-free basis. We will do our best endeavours to ensure the website is always available and virus free but from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control. We will notify the Advertiser if the website becomes unavailable for any lengthy and unusual time period.

By using this website, the Advertiser authorizes us to use, reuse and to grant others the right to use and re-use the Advertiser's Content and any reproduction or similar in any form of media or technology for any purpose related to the website.

The Advertiser agrees and acknowledges that the website uses third party vendors and hosting partners to provide the necessary software, hardware, service and storage.

The Advertiser agrees the Advertiser will not transmit any viruses, malware, worms, etc. of any kind and that the Advertiser will not upload, post, host or transmit unsolicited material or messages to the website.

REFUNDS, CANCELLATION AND TERMINATION

TO CANCEL THE ADVERTISER'S SUBSCRIPTION: The Advertiser is solely responsible for cancelling the Advertiser's subscription for the Advertiser's advertisement. the Advertiser must cancel in writing by notifying us at admin@withbogart.com.

We require a minimum of seven (7) days-notice prior to the next payment withdrawal date to ensure the Advertiser is not charged for the subsequent period. If we do not receive the Advertiser's cancellation notification seven (7) days prior to the next payment date, the Advertiser will be charged the fee that was due to be paid on that next payment date.

WE MAY TERMINATE THE ADVERTISER'S ACCOUNT AND ADVERTISEMENT AT ANY TIME: We have the right to terminate the Advertiser's advertisement on our website for any reason, at any time. If we do not receive payment, we have the right to remove the Advertiser's advertisement and suspend the Advertiser's account. We will not be responsible for any lost files, revenue, information or anything related to such suspension or removal of the Advertiser's advertisement.

The Advertiser agrees that we may, in our sole discretion, terminate or suspend the Advertiser's access to the website with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating the Advertiser's relationship and may be referred to the appropriate law enforcement authorities.

If we have reasonable grounds to suspect the information the Advertiser provides on your profile, account or advertisement on our website or on the Advertiser's website is untrue, inaccurate or incomplete; if we receive numerous complaints about the Advertiser's goods or services, any advertisement or action or inaction the Advertiser have taken with a customer or that the Advertiser has breached any Terms; if the Advertiser's content is offensive, or for any other reason including if, in our opinion, the Advertiser has breached the purpose of our website, at our sole discretion we have the right to immediately withdraw the Advertiser's advertisement and information links and terminate the Advertiser's account. We may also deny the use of our website and services to the Advertiser in the future and are not obligated to return any subscription or registration monies in the event of any breach.

Upon such termination, regardless of the reasons, the Advertiser's right to use the website immediately ceases and the Advertiser acknowledges and agrees we may immediately deactivate or delete the Advertiser's account and all related information and files. We may also bar the Advertiser from any further access to our website. We shall not be liable to the Advertiser or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

We may, but are not obligated to, remove any Content that we determine in our sole discretion may be unlawful, offensive, defamatory, obscene, or otherwise objectionable or violates a third party's intellectual property or these Terms.

We are not required to provide any refund or part thereof to the Advertiser for such termination of the Advertiser's subscription.

LIABILITY

The Advertiser agrees and acknowledges that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from the Advertiser's advertisement on our website. The Advertiser acknowledges, agrees and undertakes that the Advertiser shall be the legally responsible party for any Content placed by the Advertiser in respect of any legal proceedings of any competent jurisdiction worldwide and the Advertiser agrees and undertakes to indemnify us and keep us at all times fully indemnified from and against any claims, demands, costs, damages or awards whatsoever arising directly or indirectly as a result of any content placed by the Advertiser on withbogart.com..

In addition, the Advertiser agrees to fully indemnify us for any and all claims by customers or any third party which may result from the Advertiser's advertisement, Content or link on the website or any business the Advertiser conducts with any customer. We are not responsible for the Advertiser's Content, Services nor for the Advertiser's breach of any third-party rights. We are also not responsible for any claim by any third party which may be a result of the Advertiser's links, material or Content on the Advertiser's website, business or otherwise. The Advertiser agrees the Advertiser will fully indemnify us and, wherever possible, take over and manage any claim which may result from any one of the Advertiser's customers whether direct or indirect.

Our liability is governed by the Australian Consumer Law (ACL), including any consumer guarantees provided by the ACL that cannot be excluded or modified. All other conditions and warranties which may be implied by custom, or statute are expressly excluded by these Terms.

Our liability to the Advertiser will not exceed the amount actually paid by the Advertiser to us for the Advertiser's advertisement.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

No agency, partnership, joint venture, or employment is created as a result of these Terms, and the Advertiser does not have any authority of any kind to bind us in any respect whatsoever.

INTELLECTUAL PROPERTY

All custom graphics, icons, logos and service names are registered trademarks, copyright, trade or service marks of withbogart.com.

All other trademarks or service marks within this website are the property of their respective owners. Nothing in these Terms grants the Advertiser any right to use any trademark, service mark, logo, and/or our name or that of any of our Advertisers.

The Advertiser is solely responsible for obtaining written permission before re-using any copyrighted material that is available on this website. Any unauthorized use of the materials appearing on this website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.