Archive Ambition

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Terms and conditions

At Archive Ambition ("ArcAm", "We", "Our", "Us"), good service and customer satisfaction is our priority.

Accordingly, it is understood that you agree to our policy conditions when visiting our website or requesting products or services from us.

Please read these terms and conditions carefully.

Send any queries or policy issues to ArcAm.

Legal and Copyright

Content on the ArcAm website is copyright protected. Unless you have received written permission from us to use any part of the website content, then any image, video, animation, text or other content on the website is forbidden for use elsewhere.

<u>Age</u>

To request ArcAm products and services, you must be 18 years old or over.

Indemnity

By visiting our website, or requesting products or services from us, you agree to indemnify and hold harmless ArcAm and its partners, subsidiaries, affiliates, officers, consultants, and employees from any and all claims and expenses, including legal expenses, arising from your use of ArcAm products and services.

Prices

ArcAm agrees to charge you according to the prices set and displayed at the time you pay a deposit, including any discounts or special offers agreed by us, up until the time your project is completed or closed, regardless of any subsequent price increases. Your online account page will confirm these set prices. Ask for a review of your account should there be a price decrease and we will apply the adjustment within 21 days of project completion.

Project closure

Your project with ArcAm will be closed by us on or after a three month period of inactivity on your part, or after one calendar month of notice given that your account is in debt with us, or closed when your project is completed. However, your archive display and storage by ArcAm can be ongoing if requested by you and agreed by us. If your project is reinstated or you commence a new project, any increases in prices for our products and services as displayed at that time including discounts available at that time will apply. A new deposit will also apply.

Terms of Payment

A deposit received will ensure priority return of material you deliver to ArcAm. Such material includes photos, documents and any physical material you may supply to ArcAm for scanning or photographing. Our service can rightly commence when a reasonable deposit is received.

By submitting a request for products or services, you agree to pay the charges you incur before delivery of our completed product items and including the cost of delivery.

Any credit remaining in your account will be refunded to you.

You agree that the request for products or services you request includes an estimate of the charges only and your final charges may be more or less depending on the actual number and types of materials submitted, or services and products provided. We are not responsible for any over the limit, overdraft or other bank fees you may incur from your bank as the result of our charging your credit or debit card.

Limitations of Liability

Our expenses and restitutions for lost or damaged materials while in our possession can never exceed the raw cost of the materials or \$200, whichever is less. We are not liable nor responsible for any materials not in our possession. Items lost or damaged while in transit are the responsibility of the carrier's company and are subject to that company's terms. Furthermore, we are neither liable nor responsible for late delivery or non-delivery of products or services.

By submitting a request for products or services, you understand and agree that the submission of any photos and/or other media to ArcAm, and the download or upload of any material through the website is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your photos, and any damage to your computer system or loss of data that may result in the download or upload of any material. ArcAm does not assume any responsibility for any loss, physical or personal damage, or any other type of damage that may in any way result from the use of its products or services. ArcAm shall assume neither responsibility nor liability, for damage, loss, delay or irregularity to persons or property in connection with third parties over which ArcAm has no control.

Except as expressly provided in the preceding paragraphs, to the fullest extent allowed by law, ArcAm (its owners, associates, agents and employees) shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, even if ArcAm has been advised of the possibility of such damages.

Fairness

We will try to settle any issues or complaints quickly and fairly. Any correspondence relating to an issue or complaint should be sent by email or post.

By submitting a request for products or services, you understand and agree to accept the quality of products and services as represented in the examples on www.archiveambition.com.au. If you are not satisfied that the products and services you receive from ArcAm are consistent with the representations on www.archiveambition.com.au, and you notify us within 14 days of the dispatch date, we will conduct a review. If we conclude from the review that the products or services provided are not consistent with the representations, we will provide replacement products or services, or offer you a full refund, at our discretion.

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