

# Terms & Conditions

01 October 2015

Welcome to the Stalltastic website (Site). If you make use of our Site, you are deemed to have agreed to these Terms and Conditions.

From time to time amendments may be made to these Terms & Conditions. You will be notified of, and bound by, the most recent Terms & Conditions.

## What is our Site?

Stalltastic is primarily an information directory listing service. It is designed to list public events of a temporary, or transient, nature that have at their core Stallholders showcasing wares or services. If your Event does not meet this criteria please contact us for permission to list. We reserve the right to remove any listing that does not conform. Standard event listings are provided for free. Please use this service reasonably. We may remove some or all of your listings.

## Who can use our Site?

As the general public you are welcome to browse our Site and subscribe to our mailing lists. Stalltastic takes no responsibility for the accuracy, completeness of, or the representations made by, the contents of this Site. Stalltastic takes no responsibility for the content of any world wide website that links from this Site.

As an Event Organiser you are welcome to list any event that is not daily and that enables at least one stallholder to sell wares or services at it. If you feel a daily listing best suits your event please contact us for permission.

## Site Content

You, and not Stalltastic, are responsible for the content posted to our Site. It is your responsibility to ensure the content is lawful and complies with current Australian law. Stalltastic reserves the right to delist, delete or edit content at its discretion.

You may not:

- post any event that does not require at least one stallholder, or
- post duplicate listings, or
- post anything false, inaccurate, defamatory, indecent or obscene, threatening, misleading or otherwise containing illegal content; or
- post anything which invades personal privacy, is indecent or obscene, incites violence, violates copyright, infringes on any laws, or
- post spam, repost legitimate events except on unique dates, or
- post, distribute, harvest or copy any information from the Site designed to infringe on personal privacy, including email addresses, or
- post anything containing a virus or code designed to interrupt the Site.

By posting any content to the Site, you licence Stalltastic to reproduce, modify or distribute that content in any form of related online media. You allow us to use any ideas, words, techniques, concepts, images and other content provided by you for any purpose without restriction or compensation.

Please notify Stalltastic immediately if you feel that any of our Terms and Conditions, or the privacy or rights of our users, have been violated.

## General disclaimer

Stalltastic is not liable to you for any loss or damage incurred by you arising out of your use of the Site,

whether direct, consequential, special, indirect or other loss or damage. Stalltastic provides the Site 'as is' and without any express or implied warranties. Stalltastic makes no warranty about the accuracy or completeness of the content on the Site or any third-party site linked from the Site. Stalltastic should not be construed to endorse, approve or recommend any listing on the Site unless expressly stated. Stalltastic excludes all liability to users for loss arising from content posted on the Site. All warranties of any kind are excluded to the extent permitted by law. Due to factors outside its control, Stalltastic does not guarantee uninterrupted, error-free or secure access to the Site.

### **Intellectual property**

The software operating this Site and all intellectual property rights and software relating to this Site are owned by Stalltastic. These rights are protected by Australian and international laws. You agree not to copy, reproduce, modify, reverse engineer or interfere with the Site, its services, activities or tools.

### **Suspension & termination**

Stalltastic may with or without notice to you and at its discretion suspend or terminate your account without the need to provide reasons. Any associated listings to the account may be suspended or removed. Any account deemed to have been inactive, and after a period of notice, will be terminated and permanently removed from the Site. Should you no longer require your account and associated listings and wish to cancel your account with Stalltastic please notify us.

### **Indemnity**

You agree to indemnify Stalltastic, and its related companies, officers and employees, from any claims and expenses made against us by a third party related to your use of the Site (including posted content) and any breach of these Terms and Conditions.

### **Disputes**

If a dispute arises between yourself and Stalltastic, we would like to mediate a solution as quickly as possible. We strongly advise you to contact Stalltastic via our contact us page. These Terms and Conditions are governed by the laws of Queensland, Australia.

### **Security & Privacy**

Stalltastic will endeavour to ensure the Site is free from hackers, spam, viruses and other malicious software. We will take reasonable steps to ensure the security of the Site content information provided by you.

Stalltastic cannot be held responsible for any problems arising from a failure to do this.

You agree to take responsibility for the safe-keeping of your username and password and ensure it is not used by an unauthorised person. You agree to release Stalltastic from any indemnity in connection to any use of your login details.

Stalltastic may monitor and collect information about your account, your event/s and transactions but this information is for statistical purposes and will not be shared with any outside party.

Please see our separate privacy policy for more detail.

Stalltastic welcomes feedback and if you feel that any aspect of our Site has or is likely to be compromised please contact us immediately.