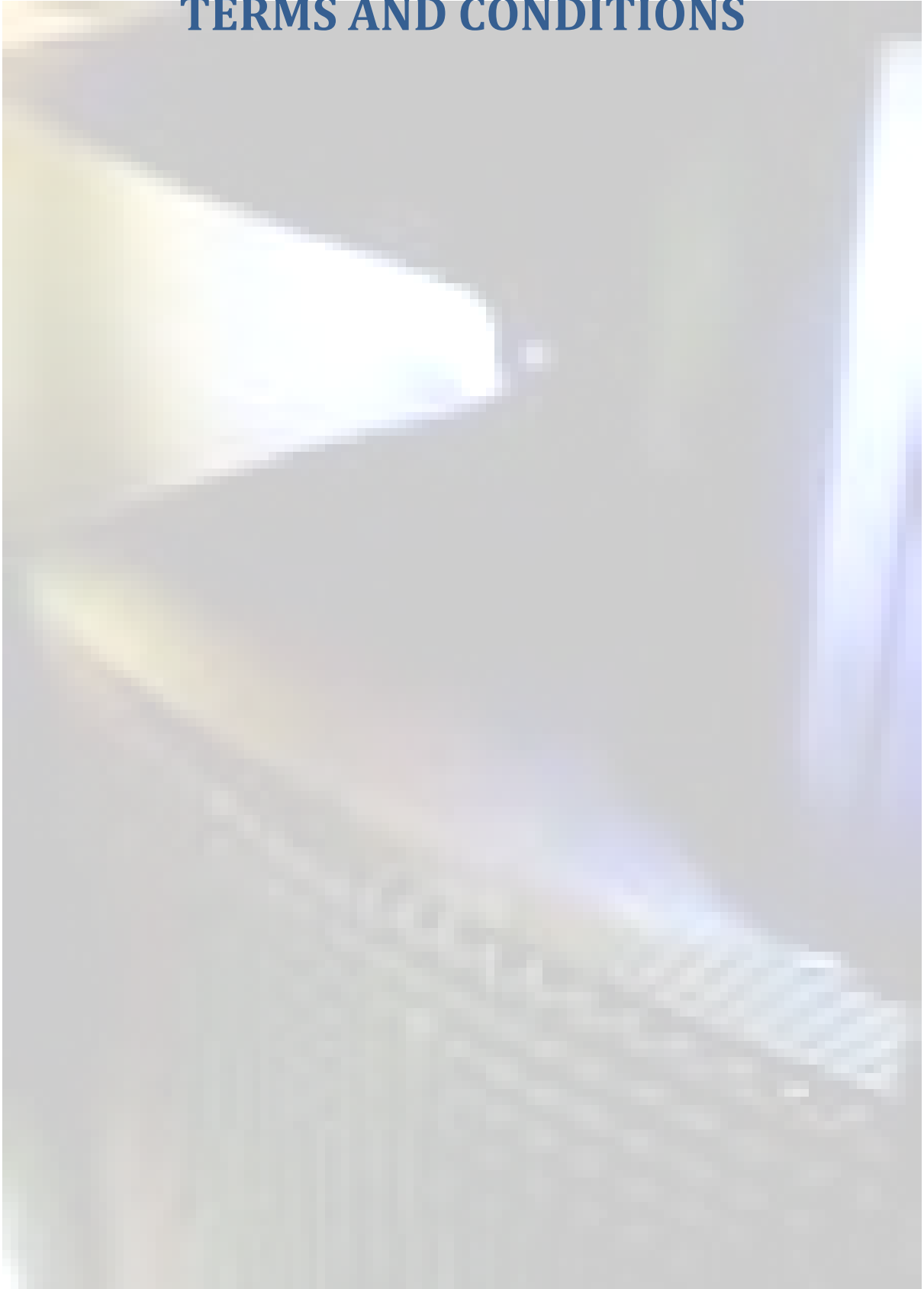


# TERMS AND CONDITIONS



# Section 1-14

### 1. Bookings, Cancellations, Deposits

All **Bookings** require a minimum deposit of **\$100**.  
 All **Cancellation** will be refunded to your nominated account minus any transaction fees that may occur.  
 All **Deposits** must be paid by EFT, Direct Deposit, Money Order, Personal/Business Cheque or Cash **14 Days** prior to your event.  
 All **Fees** must be paid in full prior to your event or unless other arrangements have been approved by management.



### 2. Rates and Costs

All standard DJ Hire Services are charged at an hourly rate of **\$70 per hour**. Please see chart no.1a below as a guide.

Type	Rate	Hours	Minimum Cost	Overtime Cost x 1.5	Overtime Cost x 2.0
Package 10059	\$55	5	\$275	\$82.50	\$110
Package 10056	\$70	5	\$350	\$105	\$140
Package 10055	\$70	5	\$350	\$105	\$140
Package 10054	\$75	6	\$450	\$112.5	\$150
Package 10053	\$83.33	6	\$500	\$124.99	\$166.66
Package 10052	\$250	6	\$1500	\$375	\$500

Minimum charge is \$275 for 5 hours. This charge applies for all birthday parties under the age of 16 years.  
 Minimum charge is \$350 for 5 hours. This charge applies for all birthday parties over the age of 16 years.

### 3. Services and Memberships

All **Free Services** cannot be used on Public Holidays such as New Years Eve/Day, Australia Day, Labour Day, Good Friday, Easter Saturday/Sunday, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day/Eve or Boxing Day. If you require hiring a DJ for your event please check our **Products** page on [www.spinamixdj.com.au/index\\_productslist.htm](http://www.spinamixdj.com.au/index_productslist.htm)  
 All **Membership** discounts cannot be used to hire a DJ's on Public Holidays such as New Years Eve/Day, Australia Day, Labour Day, Good Friday, Easter Saturday/Sunday, Anzac Day, Queens Birthday, Melbourne Cup Day, Christmas Day/Eve or Boxing Day. If you require hiring a DJ for your event please check our **Products Page**.  
 All **Memberships** are valid until trading has ceased. There will be no refund for memberships  
 You cannot use your membership in conjunction with any other offer.

### 4. Complaints and Harassment

Any abusive/offensive or harassment behaviour towards any staff member employed by **SPINAMIXDJ** will not be accepted and may result in terminating the service without any written notice.  
 If you have a **complaint** you wish to lodge about this service provided. Please seek legal advice before doing so or submit in writing to **SPINAMIXDJ/Complaints Level 1, 5 Everage Street Moonee Ponds 3039**.

### 5. Music Playlist and Options

Please select your choice of music from our **Playlist**. Be sure you select approximately 90 songs which should cover approximately 5 hours of entertainment. Once you have selected your songs click on submit button, this will guarantee the best entertainment for you and your guests. Please submit minimum 14 days prior to your celebration, in order for us to ensure your selections are made available on the night.

### 6. Declaration

Terms and Conditions must be agreed upon prior to commencement of your party. This should be done minimum 14 days prior to commencement of your party and/or send us an email stating you have agreed with the Terms and Conditions.

Your email should state:

I ( \_\_\_\_\_ ) hereby agree with your Terms and Conditions, and have provided you the following details of my function. ( \_\_\_\_\_ ) ( \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ ), ( \_\_\_\_\_ ; \_\_\_\_\_ to \_\_\_\_\_ ; \_\_\_\_\_ ), and (MOB: \_\_\_\_\_ or \_\_\_\_\_).

### 7. Catering

We cater for all types of functions. See **Products** page for further details.

### 8. Online Music Store – Section 9-133

9. These terms and conditions create a contract between you and SpinamixDJ (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click "Agree."
10. The following terms and conditions are subject to consumer protection laws, including the Competition and Consumer Act 2010 (Cth) and other applicable Australian consumer protection laws and regulations. The contractual rights you may be entitled to under these terms and conditions are in addition to the statutory rights you may be entitled to under the Competition and Consumer Act 2010 (Cth) and other applicable Australian consumer protection laws and regulations.
11. A. INTRODUCTION TO OUR SERVICES
12. This Agreement governs your use of SpinamixDJ services, through which you can buy or subscribe to content. Content may be offered through the Services by SpinamixDJ or a third party. Our Services are available for your use in your country of residence ("Home Country"). To use our Services, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). Our Services' performance may be affected by these factors.
13. B. USING OUR SERVICES
14. PAYMENTS, TAXES, AND REFUNDS

## Section 15-63

15. You can acquire Content on our Services for free or for a charge, either of which is referred to as a "Transaction." Each Transaction is an electronic contract between you and SpinamixDJ, and/or you and the entity providing the Content on our Services. When you make your first Transaction, we will ask you to choose how frequently we should ask for your password for future Transactions. SpinamixDJ will charge your selected payment method (such as your credit card, debit card, gift card/code, or other method available in your Home Country) for any paid Transactions, including any applicable taxes. If we cannot charge your selected payment method for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts, and we will attempt to charge the payment method again as you may update your payment method information. If you pre-order Content, you will be charged when the Content is delivered to you (unless you cancel prior to the Content's availability). For details about how Transactions are billed contact us on MOBILE: +61 411 352 714 for support. Content prices may change at any time. If technical problems prevent or unreasonably delay delivery of Content, your exclusive and sole remedy is either replacement of the Content or refund of the price paid, as determined by SpinamixDJ, to the full extent permitted by law. Your statutory rights are not affected. From time to time, SpinamixDJ may refuse a refund request if we find evidence of fraud, refund abuse, or other manipulative behavior that entitles SpinamixDJ to a corresponding counterclaim.
16. SPINAMIXDJ MEMBERSHIP
17. Using our Services and accessing your Membership may require a Membership ID. A SpinamixDJ ID is the account you use across SpinamixDJ ecosystem. Your SpinamixDJ ID is valuable, and you are responsible for maintaining its confidentiality and security. SpinamixDJ is not responsible for any losses arising from the unauthorized use of your SpinamixDJ ID. Please contact SpinamixDJ if you suspect that your SpinamixDJ ID has been compromised.
18. You must be the minimum age in your Home Country, as set forth in the registration process to create a SpinamixDJ ID and use our Services. SpinamixDJ IDs for persons under this age can be created by a parent or legal guardian.
19. PRIVACY
20. Your use of our Services is subject to SpinamixDJ Privacy Policy.
21. SERVICES AND CONTENT USAGE RULES
22. Your use of the Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of the Services and Content is a material breach of this Agreement. SpinamixDJ may monitor your use of the Services and Content to ensure that you are following these Usage Rules. The Usage Rules do not modify, restrict or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted or excluded.
23. All Services:
24. - You may use the Services and Content only for personal, noncommercial purposes (except as set forth in the online Store Content section below).
25. - SpinamixDJ delivery of Content does not transfer any commercial or promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.
26. - You can use Content on any device.
27. - It is your responsibility not to lose, destroy, or damage Content once downloaded. We encourage you to back up your Content regularly.
28. - You may not tamper with or circumvent any security technology included with the Services.
29. - You may access our Services only using SpinamixDJ website, and may not modify or use modified versions of such website.
30. - Video Content (Not Available)
31. Audio and Video Content Sales and Rentals:
32. - You can use Digital Rights Management (DRM)-free Content on a reasonable number of compatible devices that you own or control. DRM-protected Content can be used on up to five computers and any number of devices that you sync to from those computers.
33. - Content rentals (Not available)
34. - You may burn an audio playlist of purchased music to disc for listening purposes up to seven times; this limitation does not apply to DRM-free Content. Other Content may not be burned to disc.
35. Online Store Content:
36. - The term "Online" includes music and/or watching live streaming DJ Service performers for any SpinamixDJ platform and/or operating system, and subscriptions made available in an app.
37. - You can use your account on any device that you own or control.
38. - SpinamixDJ Music:
39. - You can use an Individual SpinamixDJ Music membership on unlimited devices.
40. - An Individual SpinamixDJ Music membership allows you to stream on a single device at a time.
41. - If your membership ends, music downloads you will no longer be able to access to you.
42. RE-DOWNLOADS
43. You may be able to re-download previously acquired Content ("Re-download") to your devices that are signed in with the same SpinamixDJ ID ("Associated Devices"). You can see Content types available for Re-download in your Home Country. Content may not be available for Re-download if that Content is no longer offered on our Services.
44. SUBSCRIPTIONS
45. The Services and certain Apps may allow you to purchase access to Content or services on a subscription basis ("Paid Subscriptions"). Paid Subscriptions automatically renew until cancelled in the Manage Subscriptions section of your account settings. To learn more about cancelling your subscriptions, contact SpinamixDJ directly on MOBILE: +61 411 352 714. We will notify you if the price of a Paid Subscription increases and, if required, seek your consent to continue. You will be charged no more than 24 hours prior to the start of the latest Paid Subscription period. If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled the Paid Subscription, you remain responsible for any uncollected amounts, and we will attempt to charge the payment method as you may update your payment method information. This may result in a change to the start of your next Paid Subscription period and may change the date on which you are billed for each period. We reserve the right to cancel your Paid Subscription if we are unable to successfully charge your payment method to renew your subscription. Certain Paid Subscriptions may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a Paid Subscription before we start charging your payment method, cancel the subscription at least 24 hours before the free trial ends.
46. CONTENT AND SERVICE AVAILABILITY
47. Terms found in this Agreement that relate to Services, Content types, features or functionality not available in your Home Country are not applicable to you unless and until they become available to you. To see the Content types available to you in your Home Country, Contact SpinamixDJ on MOBILE: +61 411 352 714. Certain Services and Content available to you in your Home Country may not be available to you when traveling outside of your Home Country.
48. YOUR SUBMISSIONS TO OUR SERVICES
49. Our Services may allow you to submit materials such as comments, pictures, videos, and podcasts (including associated metadata and artwork). Your use of such features must comply with the Submissions Guidelines below, which may be updated from time to time. If you see materials that do not comply with the Submissions Guidelines, please use the Report a Concern feature. You hereby grant SpinamixDJ a worldwide, royalty-free, perpetual, nonexclusive license to use the materials you submit within the Services and related marketing, and SpinamixDJ internal purposes. SpinamixDJ may monitor and at any time decide to remove or edit any submitted material that, in the reasonable opinion of SpinamixDJ, does not comply with the Submissions Guidelines.
50. Submissions Guidelines: You may not use the Services to:
51. - post any materials that you do not have permission, right or license to use;
52. - post objectionable, offensive, unlawful, deceptive or harmful content;
53. - post personal, private or confidential information belonging to others;
54. - Request personal information from a minor;
55. - impersonate or misrepresent your affiliation with another person, or entity;
56. - post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements;
57. - plan or engage in any illegal, fraudulent, or manipulative activity.
58. FAMILY SHARING
59. The organizer of a Family ("Organizer") must be 18 years or older and the parent or legal guardian of any Family member under age 13 or the equivalent minimum age in their Home Country (as set forth in the registration process). SpinamixDJ devices are required for access to all of the Family Sharing features.
60. Purchase Sharing: Family Sharing's Purchase Sharing feature allows you to share eligible Content among up to unlimited family members.
61. PERSONALIZED RECOMMENDATION FEATURES
62. The Services may recommend Content to you based on your download purchases and other activities. You may opt out from receiving such personalized recommendations for some Services in your account settings.
63. Some recommendation features may require your permission before they are turned on. If you turn on these features, you will be asked to give SpinamixDJ permission to collect and store certain data, including but not limited to data about your device activity, location, and usage. Please carefully read the information presented when you turn on these features.

## Section 64-97

- 64.** ADDITIONAL SPINAMIXDJ STORE TERMS
- 65.** Not Available
- 66.** LICENSE OF SPINAMIXDJ STORE CONTENT
- 67.** SPINAMIXDJ licenses are provided to you by SpinamixDJ or a third party developer ("App Provider"). If you are a customer of SpinamixDJ, the merchant of record is SpinamixDJ, which means that you acquire the App license from SpinamixDJ, but the App is licensed by the App Provider. An App licensed by WIX is "WIX App," an App licensed by an App Provider is a "Third Party App." SpinamixDJ acts as an agent for App Providers and owns partial content in providing the App Store and is not a party to the sales contract or user agreement between you and the App Provider. Any App that you acquire is governed by the Licensed Application End User License Agreement ("Standard EULA") set forth below, unless SpinamixDJ or the App Provider provides an overriding custom license agreement ("Custom EULA"). To the full extent permitted by law, the App Provider of any Third Party App is solely responsible for its content, warranties, and claims that you may have related to the Third Party App. You acknowledge and agree that SpinamixDJ is a third-party beneficiary of the Standard EULA or Custom EULA applicable to each Third Party App and may therefore enforce such agreement.
- 68.** Not Available
- 69.** IN-APP PURCHASES
- 70.** Not Available
- 71.** APP MAINTENANCE AND SUPPORT
- 72.** SpinamixDJ is responsible for providing maintenance and support for ensuring the functionality of apps published on its website only, or as required under applicable law. App Providers are responsible for providing maintenance and support for Third Party Apps.
- 73.** APP BUNDLES
- 74.** Not Available
- 75.** LICENSED APPLICATION END USER LICENSE AGREEMENT
- 76.** Apps made available through the App Store are licensed, not sold, to you. Your license to each App is subject to your prior acceptance of either this Licensed Application End User License Agreement ("Standard EULA"), or a custom end user license agreement between you and the Application Provider ("Custom EULA"), if one is provided. Your license to any SpinamixDJ App under this Standard EULA or Custom EULA is granted by SpinamixDJ, and your license to any Third Party App under this Standard EULA or Custom EULA is granted by the Application Provider of that Third Party App. Any App that is subject to this Standard EULA is referred to herein as the "Licensed Application." The Application Provider or SpinamixDJ as applicable ("Licensor") reserves all rights in and to the Licensed Application not expressly granted to you under this Standard EULA.
- 77.** a. Scope of License: Licensor grants to you a nontransferable license to use the Licensed Application on any SpinamixDJ branded products that you own or control and as permitted by the Usage Rules. The terms of this Standard EULA will govern any content, materials, or services accessible from or purchased within the Licensed Application as well as upgrades provided by Licensor that replace or supplement the original Licensed Application, unless such upgrade is accompanied by a Custom EULA, except as provided in the Usage Rules, you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your Device to a third party, you must remove the Licensed Application from the Device before doing so. You may not copy (except as permitted by this license and the Usage Rules), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).
- 78.** b. Consent to Use of Data: You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
- 79.** c. Termination. This Standard EULA is effective until terminated by you or Licensor. Your rights under this Standard EULA will terminate automatically if you fail to comply with any of its terms.
- 80.** d. External Services. The Licensed Application may enable access to Licensor's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services, to the full extent permitted by law. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and, to the full extent permitted by law, is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard EULA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.
- 81.** e. *No warranty: you expressly acknowledge and agree that use of the licensed application is at your sole risk. To the maximum extent permitted by applicable law, the licensed application and any services performed or provided by the licensed application are provided "as is" and "as available," with all faults and without warranty of any kind, and licensor hereby disclaims all warranties and conditions with respect to the licensed application and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of no infringement of third-party rights. No oral or written information or advice given by licensor or its authorized representative shall create a warranty. Should the licensed application or services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you. Certain legislation, including the Australian competition and consumer act 2010 (cth), may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These terms must in all cases be read subject to these statutory provisions. If licensor is liable to you under the Australian competition and consumer act 2010 (cth) or similar legislation, to the extent to which licensor is entitled to do so, licensor limits its liability in respect of any claim under those provisions to: in the case of goods, at licensor's option: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and, in the case of services, at licensor's option: the supplying of the services again; or the payment of the cost of having the services supplied again.*
- 82.** f. *Limitation of liability. To the extent not prohibited by law, in no event shall licensor be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the licensed application, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if licensor has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. Certain legislation, including the Australian competition and consumer act 2010(cth), may limit the ability to exclude liability. If licensor is liable to you under the Australian competition and consumer act 2010 (cth) or similar legislation, to the extent to which licensor is entitled to do so, licensor limits its liability in respect of any claim under those provisions to: in the case of goods, at licensor's option: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and, in the case of services, at licensor's option: the supplying of the services again; or the payment of the cost of having the services supplied again.*
- 83.** In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 84.** g. You may not use or otherwise export or re-export the Licensed Application except as authorized by Australian law and the laws of the Jurisdiction in which the Licensed Application was obtained.
- 85.** h. This Agreement and the relationship between you and SpinamixDJ shall be governed by the laws of Australia, excluding its conflicts of law provisions. You and SpinamixDJ agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Australia, to resolve any dispute or claim arising from this Agreement. If (a) you are not an Australian citizen; (b) you do not reside in Australia; (c) you are not accessing the Service from Australia; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:
- 86.** If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.
- 87.** If your Home Country is Australia, the governing law and forum shall be the laws and courts of New South Wales, Australia.
- 88.** Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.
- 89.** ADDITIONAL SPINAMIXDJ MUSIC TERMS
- 90.** SPINAMIXDJ MUSIC MEMBERSHIP
- 91.** SpinamixDJ Music is a non- subscription music service. However your SpinamixDJ subscription will automatically renew until you cancel in account settings. See the "Subscriptions" section for more details. When your SpinamixDJ Music membership ends, you will lose access to any feature of SpinamixDJ Music that requires a membership, including but not limited to access to SpinamixDJ Music songs stored on your device, and Music Library.
- 92.** MISCELLANEOUS TERMS APPLICABLE TO ALL SERVICES
- 93.** DEFINITION OF SpinamixDJ
- 94.** Depending on your Home Country, "SpinamixDJ" means:
- 95.** SpinamixDJ is a Public figure, Musician, DJ Hire Service, Entertainer as well as
- 96.** SPINAMIXDJ located at Level 1, 5 Everage Street Moonee Ponds VIC 3039 Australia for users in Australia or its territories and possessions;
- 97.** CONTRACT CHANGES

## Section 98-132

- 98.** SpinamixDJ reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately on notice to you and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.
- 99.** THIRD-PARTY MATERIALS
- 100.** SpinamixDJ is not responsible or liable for third party materials included within or linked from the Content or the Services.
- 101.** INTELLECTUAL PROPERTY
- 102.** You agree that the Services, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by SpinamixDJ and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services for personal, noncommercial uses in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Content in any manner, and you shall not exploit the Services in any manner not expressly authorized. This clause does not modify, restrict or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted or excluded.
- 103.** The SpinamixDJ name, the SpinamixDJ logo, SpinamixDJ Music, and other SpinamixDJ trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of SpinamixDJ in Australia and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks.
- 104.** COPYRIGHT NOTICE
- 105.** If you believe that any Content available through the Services infringes a copyright claimed by you, please contact SpinamixDJ at the following locations or report directly to APRA/AMCOS as mentioned below for advise:
- 106.** - <https://www.spinamixdj.com.au> Email: [spinamixdj1@gmail.com](mailto:spinamixdj1@gmail.com)
- 107.** - <https://apraamcos.com.au/music-creators/copyright/>
- 108.** TERMINATION AND SUSPENSION OF SERVICES
- 109.** If you fail, or SpinamixDJ suspects on reasonable grounds that you have failed, to comply with any of the provisions of this Agreement, SpinamixDJ may, without notice to you: (i) terminate this Agreement and/or your SpinamixDJ ID, and you will remain liable for all amounts due under your SpinamixDJ ID up to and including the date of termination; and/or (ii) terminate your license to the software; and/or (iii) preclude your access to the Services.
- 110.** SpinamixDJ further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you and, to the full extent permitted by law, SpinamixDJ will not be liable to you or to any third party should it exercise such rights. Termination will not affect the products that you have already acquired. However, you may be unable to authorize additional computers to use such products. You may cease to use the Service at any time.
- 111.** DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION
- 112.** *Certain legislation, including the Australian competition and consumer act 2010 (cth), may limit the ability to exclude liability or may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These terms must in all cases be read subject to these statutory provisions. If SpinamixDJ is liable to you under the Australian competition and consumer act 2010 (cth) or similar legislation, to the extent to which SpinamixDJ is entitled to do so, SpinamixDJ limits its liability in respect of any claim under those provisions to: in the case of goods, at SpinamixDJ option: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and, in the case of services, at SpinamixDJ option: the supplying of the services again; or the payment of the cost of having the services supplied again.*
- 113.** SpinamixDJ does not guarantee, represent, or warrant that your use of the services will be uninterrupted or error-free, and you agree that from time to time SpinamixDJ may remove the services for indefinite periods of time, cancel the services at any time, or otherwise limit or disable your access to the services without notice to you, where reasonably necessary to protect SpinamixDJ legitimate interests.
- 114.** *You expressly agree that your use of, or inability to use, the services is at your sole risk. The services and all content delivered to you through the services are (except as expressly stated by SpinamixDJ) provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you. In addition, under the Australian consumer law, there are certain consumer guarantees which cannot be excluded, including guarantees as to merchantability, fitness for purpose, supply by description, repairs and title*
- 115.** *In no case shall SpinamixDJ, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the services or for any other claim related in any way to your use of the services and/or content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services, even if advised of their possibility. Because some countries, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries, states or jurisdictions, SpinamixDJ liability shall be limited to the extent such limitation is permitted by law.*
- 116.** SpinamixDJ shall use reasonable efforts to protect information submitted by you in connection with the services, but you agree that your submission of such information is at your sole risk, and you hereby release SpinamixDJ from any and all liability to you for any loss or liability relating to such information in any way.
- 117.** SpinamixDJ does not represent or guarantee that the services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and you hereby release SpinamixDJ from any liability relating thereto. You shall be responsible for backing up your own system, including any content acquired or rented through the services.
- 118.** SpinamixDJ is not responsible for data charges you may incur in connection with your use of the services.
- 119.** Waiver and indemnity
- 120.** *By using the services, you agree, to the extent permitted by law, to indemnify and hold SpinamixDJ, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your misuse of the services, or, to the extent permitted by law, any action taken by SpinamixDJ as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. To the extent permitted by law, you agree that you shall not sue or recover any damages from SpinamixDJ, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the services, or to take any other action during the investigation of a suspected violation or as a result of SpinamixDJ reasonable conclusion that a violation of this agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this agreement.*
- 121.** STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS
- 122.** If you are a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the indemnification section, is invalid or unenforceable against you because of applicable local, national, state or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.
- 123.** GOVERNING LAW
- 124.** Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and SpinamixDJ, and all Transactions on the Services shall be governed by the laws of Australia, excluding its conflicts of law provisions. You and SpinamixDJ agree to submit to the personal and exclusive jurisdiction of the courts located within the county of New South Wales, Australia to resolve any dispute or claim arising from this Agreement. If (a) you are not a Australian citizen; (b) you do not reside in the Australia; (c) you are not accessing the Service from the Australia; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:
- 125.** If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.
- 126.** If your Home Country is U.S., the governing law and forum shall be the laws and courts of Santa Clara, California.
- 127.** Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.
- 128.** OTHER PROVISIONS
- 129.** This Agreement constitutes the entire agreement between you and SpinamixDJ and governs your use of the Services, superseding any prior agreements with respect to the same subject matter between you and SpinamixDJ. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services such as the Volume Purchase Program. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. SpinamixDJ failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. SpinamixDJ will not be responsible for failures to fulfill any obligations due to causes beyond its control.
- 130.** You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services. Your use of the Services may also be subject to other laws. Risk of loss for all electronically delivered Transactions pass to the acquirer upon electronic transmission to the recipient. No SpinamixDJ employee or agent has the authority to vary this Agreement.
- 131.** SpinamixDJ may notify you with respect to the Services by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the Services. Notices shall become effective immediately. SpinamixDJ may also contact you by email or push notification to send you additional information about the Services.
- 132.** You hereby grant SpinamixDJ the right to take steps SpinamixDJ believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that SpinamixDJ has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as SpinamixDJ believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to SpinamixDJ right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).

## Section 133-135

**133.** Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understand it.

### 134. How to Book and Pay for Service.

#### ACCEPTED PAYMENT METHODS:

- Cash
- PayPal
- Money Order
- Bank Cheque
- Direct Deposit
- EFT

#### MAKE PAYMENT TO:

**Account Name:** Tony Abdou **BSB:** 733-062 **ACC:** 739204

All payments must be paid 14 days prior to your event.  
All Money Orders and Cheque will require 14 business days to clear.

Please contact us should you require further information or need to discuss payment methods.  
When you are booking an event, all details of your event should contain the following;

- What type of event is it?
- Who's the event for?
- When is the event?
- Where is the event being held?
- What time is the event starting and finishing?
- What style of music do you require?

You may re-schedule any time. Please confirm and provide us any changes made to your party in a form of an email with your changes and include any further instructions.

You will not be charged any cancellation fee. Simply contact us and provide us details of when you would like to re-schedule your party.  
Your DJ hire service will commence the same time your guests arrive.

**135.**

**PLEASE PRINT AND SIGN HERE:** \_\_\_\_\_ **DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SpinamixDJ Level 1, 5 Everage Street, Moonee Ponds VIC 3039. PH: 0411352714 or Visit <https://www.spinamixdj.com.au>

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