

## **TERMS AND CONDITIONS**

1) These Terms and Conditions are in effect at all times while you are using this website (www.funeralwishlist.com). By using or paying for our services you agree to the terms outlined below.

### **2) Definitions**

**Funeralwistlist.com is owned and operated by DATAPRIME HOLDINGS PTY LIMITED an Australian Registered Body (ABN 88 001 620 042) T/A DATASPEED® (ACN 001 620 042). 'Us' or 'we' means Funeralwishlist.com.**

### **3) Our Service to you**

The purpose of this website is to:

- a. Provide a facility for a registered user to record their personal preferences relating to their own funeral plan.
- b. Provide a mechanism for paying registered users to share their funeral plan preferences with registered contacts.
- c. Allow registered contacts to certain users to purchase funeral plan preferences of such registered users.

When using our service you can expect:

- a. That your personal information, credit card information or other sensitive information will remain confidential.

### **4) Membership**

You must be at least 18 years old to become a member of Funeralwishlist.com. You must not attempt to register if you are under 18 years old.

- a. When registering as a member of Funeralwishlist.com you must provide us with accurate, complete and up-to-date information as requested. It is your responsibility to inform us of any changes to that information. You may do this at any time by accessing your Profile Settings.
- b. As a member, you are permitted to create one Funeralwishlist.com profile for yourself. You must not create multiple member profiles.
- c. All personal information you provide to us will be treated in accordance with our Privacy Policy.

#### **5) Terms and Suspension of Account**

- a. You may terminate your membership of Funeralwishlist.com for any reason only by providing written notice to us. You can provide notice of termination by:
  - i. Emailing us via the Contact Us Page.
- b. We reserve the right to, without limitation, do any or all of the following in relation to your membership:
  - i. Suspend your membership;
  - ii. Permanently or temporarily hide all or part of your member profile;
  - iii. Modify your member profile;
  - iv. Terminate your membership for any reason by providing notice to you by email;
  - v. Terminate your membership immediately without notice to you if you have committed a breach of the Funeralwishlist.com Terms;
  - vi. Deactivate your membership if you have not logged in or used Funeralwishlist.com for a period of 6 months or more (from the date of last use); and/or
  - vii. Permanently or temporarily block your access to all or part of Funeralwishlist.com

- viii. Remove any offensive photograph's you may attempt to load on your profile

## 6) Acknowledgements

By using our website you agree that:

While we assume the responses to the questionnaire are your personal wishes, they are not legally binding

- a. We do not recommend any responses to any of the questions being the most suitable option for your specific circumstance.
- b. We are not responsible for any errors or omissions in the information you supply us.
- c. We record and store your questionnaire answers based on the information you supply us at the time you save your data. The responsibility for keeping that information up to date is solely yours.
- d. Use of the services is at your sole risk. The web site and services are provided on an "as is" and "as available" basis.

## 7) Intellectual Property

Funeralwishlist.com owns all proprietary and intellectual property rights in the web site and the material underlying and forming part of the services and the web site. You agree not to adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this web site.

## 8) Advertising

- a. [www.funeralwishlist.com](http://www.funeralwishlist.com) contains links to internet websites operated by third parties. These linked websites are not under the control of Funeralwishlist.com and Funeralwishlist.com is not responsible for the contents of

any linked website or any hyperlink contained in a linked website. You link to any such website entirely at your own risk.

- b. [www.funeralwishlist.com](http://www.funeralwishlist.com) also contains third party advertisements (including banner ads) that contain embedded hyperlinks or include referral buttons to websites operated by third parties.
- c. Any offers or representations contained in any of the advertisements are made by the third party advertiser and not by Funeralwishlist.com. Funeralwishlist.com is not responsible for the delivery of any goods or services you purchase on the third party website.
- d. Funeralwishlist.com makes no warranty as to the functionality or reliability of the Website or that your access to the Website will be uninterrupted or error-free, that any defects will be corrected or that the Website or the server which stores and transmits any content to you is free of viruses or any other harmful components

#### **9) Limitation of Liability and Indemnity**

- a) You acknowledge that you use Funeralwishlist.com at your own risk. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of and conduct in connection with Funeralwishlist.com, or any other members' use of or conduct in connection with Funeralwishlist.com, in any circumstance.
- b) You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with Funeralwishlist.com, including any breach by you of the Funeralwishlist.com Terms.

- c) To the maximum extent permitted by law, we exclude all implied representations and warranties that, but for the Funeralwishlist.com Terms, might apply in relation to your use of Funeralwishlist.com.
- d) To the extent that our liability cannot be excluded by law, our maximum liability to you will be limited to the amount paid by you (if any) for any chargeable service or feature on Funeralwishlist.com purchased by you during the term of your membership.
- e) In no circumstances will we be liable for any indirect, punitive or consequential loss or damages; loss of income, profits, goodwill, data, contracts, use of money; or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise

#### **10) Privacy**

Personal information received by us through your use of our website will be kept confidential at all times. We will not release or disclose this information to other parties without your consent (unless required to do so by law).

#### **11) Refunds**

The annual subscription fee (\$15GST inc per annum) and the Questionnaire Retrieval fee (\$110GST inc for standard members & premium members are non-refundable).

**IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS,  
PLEASE DO NOT USE THIS WEBSITE**

