



Website Terms of use

The Filing Fairies Terms of Use

Agreement

By using the website of The Filing Fairies you are agreeing to be automatically bound by these terms and conditions, including the [privacy policy](#).

We encourage you to carefully read and understand these terms and conditions before using this website. If you do not agree, then we respectfully request that you please do not use The Filing Fairies website.

We may update our terms and conditions from time to time and the new provisions will apply from the date they are updated.

No unlawful or prohibited use

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party's use and enjoyment of this website. You agree not to hack into areas of this website that are not intentionally made available to you.

You expressly agree not to:

- use the website as a lead generation tool for the benefit of your own business, or to manufacture "lists" in order to help your own business, without our prior approval
- engage in any internal or external spamming, or other similar actions
- engage in any unlawful or immoral acts, or acts which are in violation of these terms and conditions
- decompile, reverse engineer, or try to copy or imitate this website or underlying content.

Links disclaimer

This website may contain links to other websites (Linked Sites). The Linked Sites are not under our control and we are not responsible for the contents of a Linked Site. We are not responsible for any form of transmission received from any Linked Site. Links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the website, or any association with its operators.



Copyright, Trademarks and other Intellectual Property

The Filing Fairies owns the intellectual property rights in the contents of this website, or has permission to use or display the material on this website. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us. Please email info@thefilingfairies.com.au if you require permission to reproduce any of the contents of this website.

Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright. You must seek permission from the third party before using any of their content.

The names of actual companies and products mentioned on this website may be the trademarks of their respective owners. Any example companies, organisations, products, people and events depicted on this website are fictitious. No association with any real company, organisation, product, person, or event is intended or should be inferred.

Personal Use Only

Permission: You may access, download, or print material from the website for your personal use only. Sharing without prior permission and commercial use of any sort is expressly prohibited. You agree not to change or delete any copyright or proprietary notice from materials downloaded from this website or any site accessible through this website.

Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website content or our intellectual property.

Copyright infringement

If you believe that there is material on our website that infringes third party intellectual property rights, please email info@thefilingfairies.com.au with sufficient information to enable us to determine who the owner of the intellectual property is and to remove it from The Filing Fairies website if appropriate.

Be aware that you may be subject to liability if you knowingly make any misrepresentations when providing information to us in this regard.



For Educational and Informational Purposes Only

The information contained on this Website and the resources available for download through The Filing Fairies website are for educational and informational purposes only. The information contained on The Filing Fairies website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

Not Professional Advice

The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, professional advice. While the employees and/or owners of The Filing Fairies are professionals and the information provided on this Website relates to issues within our area of professionalism, the information contained on this Website is not a substitute for advice from a professional who is aware of the facts and circumstances of your individual and unique situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular information. The Filing Fairies expressly recommends that you seek advice from a professional.

Neither The Filing Fairies nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

No Professional-Client Relationship

Your use of this Website – including implementation of any suggestions set out in this Website and/or use of any resources available on this Website – does not create a professional-client relationship between you and The Filing Fairies or any of its professionals.

The Filing Fairies cannot accept you as a client unless and until we determine that there is a fit and until various requirements, such as fee arrangements, are resolved. Thus, you recognise and agree that we have not created any professional-client relationship through your use of this Website.



User's Personal Responsibility

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website.

No Guarantees

You agree that The Filing Fairies has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Filing Fairies provides educational and informational resources that are intended to help users of this website succeed in photo organising and otherwise. You nevertheless recognise that your ultimate success or failure will be the result of your own efforts, your situation, and innumerable other circumstances beyond the control and/or knowledge of The Filing Fairies.

You also recognise that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients or customers of The Filing Fairies or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

Errors and Omissions

This World Wide Web Site is a public resource of general information that is intended, but not promised or guaranteed, to be correct, complete, and up-to-date. We have taken reasonable steps to ensure that the information contained in this Website is accurate, but we cannot represent that this Website is free of errors. You accept that the information contained on this Website may be erroneous and agree to conduct due diligence to verify any information obtained from this Website and/or resources available on it prior to taking any action. You expressly agree not to rely upon any information contained in this website. You acknowledge and agree that no information or advice provided by us constitutes advice of any industry or creates a warranty of any kind with respect to this website and you acknowledge that you should consult an appropriate professional for specific advice tailored to your situation.

This disclaimer applies to the fullest extent permitted by law, and survives any termination or expiration of this agreement or your use of this website or the services found on this website.



Use of Free Downloadable Content

The Filing Fairies provides various resources on this Website, which users may access by providing an email address. The Filing Fairies grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address for your own personal use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Content in any manner.

By downloading the Content, you agree that the Content you download may only be used by you for your personal use and may not be sold or redistributed without the express written consent of The Filing Fairies.

By downloading the Content, you further agree that you shall not create any derivative work based upon the Content and you shall not offer any competing products or services based upon any information contained in the Content.

Limitation of liability

The Filing Fairies will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of Australian Consumer Law.

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

This limitation of liability applies to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

Indemnity

You agree to indemnify and defend The Filing Fairies from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- any content you post via this website
- your unauthorised use of this website, or products or services included or advertised on this website
- your breach of these terms and conditions.



Applicable law

This agreement is governed by the laws of New South Wales, Australia and you consent to the exclusive jurisdiction and venue of courts in that State or the Federal Courts within Australia, in all disputes arising out of or relating to the use of this website.

You may provide notice to us through the contact us page or otherwise by email addressed info@thefilingfairies.com.au. The Filing Fairies may provide notice to you via email or other electronic means.

Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

International Users

The Service is controlled, operated and administered by The Filing Fairies from our offices within Australia. If you access the Service from a location outside the Australia, you are responsible for compliance with all local laws. You agree that you will not use The Filing Fairies content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Filing Fairies as a result of this agreement or use of this website.

The Filing Fairies' performance of this agreement is subject to existing laws and legal process. Nothing contained in this agreement can be used to inhibit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website, or with regard to information provided to or gathered by us with respect to your use.

Validity

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.



These terms and conditions together with our [privacy policy](#) form the entire agreement of website use between you and The Filing Fairies.