

Terms and Conditions of Use

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting The Mojo Master's terms and conditions. "The Mojo Master", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of The Mojo Master's stated services/products, in accordance with and subject to, prevailing Australian Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, The Mojo Master:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or The Mojo Master's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised The Mojo Master of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- The Mojo Master does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

All major Credit/Debit Cards and PayPal are all acceptable methods of payment. Our Terms are payment in full upfront at time of order except in the cases of events and products that offer payment plans. All goods remain the property of The Mojo Master until paid for in full. Monies that remain outstanding by the due date will incur late payment fee of 10% of the total invoice value until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$1500. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. The Mojo Master will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to The Mojo Master's services and the full content of this website.

Communication

We have one main contact email info@themojomaster.com.au. A contact form and other address details can be found on our **Contact Us** page. The Mojo Master , PO Box 8002, Grange SA 5022

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of Australia govern these terms and conditions. By accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of The Mojo Master to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of The Mojo Master.

Notification of Changes

The Mojo Master reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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