

Terms of Use

Welcome to the Misty Threads website at www.mistythreads.com.au or associated website ("the Website"). Your use of the Website is subject to the Terms of Use ("Terms") set out in this document. Misty Threads reserves the right to change any of these Terms effective immediately upon posting to the Website. If the Terms change, a notice will be posted to the Website advising You of this. It is Your responsibility to check the changes when such a notice is posted to the Website. By visiting and using the Website, You agree to accept these Terms. Please take the time to read them carefully. If you do not agree to be bound by these Terms, please do not use the Website. Please also review our Privacy Policy, Disclaimer and Conditions of Purchase as applicable, which also govern Your visit to and use of the Website.

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1. Permitted Use Top

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2. Your Contributions to the Website

Misty Threads encourages and welcomes Your participation in and contribution to the Website, subject to these Terms. You may contribute to the Website by posting or submitting (called "posting"), among other things, any comments, suggestions, ideas, questions, articles, links or photographs (called "Your Contribution") as provided for at various places on the Website.

Misty Threads is not liable for, and accepts no responsibility for, the loss or destruction of any of the content of Your Contribution posted to the Website. It is Your responsibility to keep back-up copies of anything that You post to the Website.

While Your participation is encouraged and welcomed, Misty Threads is not able to view Your Contribution before it is posted to the Website. Contribution by users of the Website do not necessarily represent the views of Misty Threads, its employees, officers, agents, associated companies or advertising or other partners. Misty Threads is not liable for, and accepts no responsibility for, the content of users Contributions.

By posting Your Contribution to the Website, you grant Misty Threads, its associated companies, advertising or other partners a non-exclusive, royalty free, perpetual, irrevocable licence to use, reproduce, modify, adapt, publish, translate, distribute or display any or all of Your Contribution

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By posting Your Contribution to the Website, you represent and warrant that the content of Your Contribution is accurate, does not breach this Policy, and that You own or otherwise control all of the rights to the content that You post.

3. Other Contributions to the Website

All Content and software contained on this Website is the property of Misty Threads and/or its associated companies and is protected by Australian and international copyright, trademark and other intellectual property laws. The Misty Threads logo is a trademark of Misty Threads. You may not use the Misty Threads logo or any other proprietary graphic or trademark of Misty Threads in any way without the prior written permission of Misty Threads.

4. Links, Search Results and Other Websites

When using the search functions on the Website, it may automatically produce search results containing links to other third party websites on the World Wide Web. The Website also contains links to other websites for Your convenience. Misty Threads has no control over these websites, or the content within them. Misty Threads does not warrant or represent that the content contained in any third party website is accurate, legal or inoffensive in accordance with this Policy. Misty Threads does not endorse the content of any third party website and does not represent or warrant that any such websites will not contain viruses or otherwise impact Your computer.

By using this Website to search for or link to another third party website, You agree that Misty Threads is not liable for, and accepts no responsibility for any damages or losses arising due to Your link to and use of any third party website.

If You have a problem with a link from the Website, please contact us by our Contact Us Form and we will investigate and take appropriate action as required.

5. Prohibited Material

When using the Website, you must ensure that the content of Your Contributions does not contain any illegal or prohibited content including any which:

- is obscene, offensive, racist, threatening, or harmful to any corporation, group or individual, including minors;
- offends Misty Threads's Privacy Policy or invades the privacy of anyone visiting or shopping at the Website;
- is defamatory, false or misleading or otherwise damaging to Misty Threads or other users of the Website;
- infringes Misty Threads's copyright or any other person or corporation's copyright or other intellectual property rights;
- is pornographic or displays other sexual or violent images;
- consists of chain letters, mass mailings, junk mail or any other form of "spam";
- contains computer viruses;
- contains political campaign messages or engages in any form of commercial activities, including sales, contests, pyramid schemes or advertising or other similar activities unless Misty Threads's prior written consent has been obtained.

If You find anything posted on the Website that You think is Prohibited Material, please contact us by our Contact Us Form so that we may investigate and take appropriate action.

6. Breach of the Terms

By using the Website You have agreed to be bound by the Terms as set out in this document. Misty Threads reserves the right, in its sole discretion, to terminate or cancel Your access to and use of the Website if You are found to be in breach of any of these Terms. In addition, Misty Threads may remove any of the content of Your Contribution or that of third parties associated with You which is unauthorised or otherwise in breach of these Terms.

7. Indemnity

By using the Website, You agree to indemnify, and hereby indemnify, Misty Threads, its subsidiaries, affiliates, officers, agents and other partners and employees from and against all claims, including any reasonable legal fees, made by any third party due to or arising out of the content of Your Contribution to the Website, Your visit to and use of the Website generally or Your use of the Website to link to other third party websites.

8. Disputes

Misty Threads shall use its best endeavours to quickly and effectively resolve any dispute arising as a result of Your use of the Website, Your Contribution or in connection with these Terms. In the event of a failure to resolve such dispute, the dispute shall be governed by and dealt with under the laws of Queensland, Australia and You and Misty Threads submit to the non-exclusive jurisdiction of the courts and tribunals of Queensland, Australia.

9. Definitions and Interpretation

In these Terms unless the context requires otherwise:

"Content" includes text, graphics, images, illustrations, logos, icons, audio clips, data, and digital downloads which is not Your Contributions or personal information posted on the Website.

"You" means any person visiting, using or shopping at the Website.

10. Contacting Us

If You have any queries about these Terms, or anything else at the Website, please contact Misty Threads at info@mistythreads.com.au or on 0266 571 200 and we will be only too happy to answer your query.