

PLEASE READ OUR TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR SITE AND FACILITY.

TERMS & CONDITIONS OF THE WEBSITE

Welcome to www.thecompoundadl.com.au

The Compound ADL (ACN 454 001 456) owns, operates and provides this Website, Facilities and its related services subject to the following terms and conditions of use.

By accessing and using the Website, Facility and Equipment you agree you have read, understood and agree to be bound by these Terms and Conditions and you acknowledge that the Facility and Equipment is available for your use only on the condition that you agree to be bound to these Terms and Conditions.

You should read these Terms and Conditions and the The Compound ADL Privacy Policy carefully before using the Website and/or the Facility.

The Compound ADL reserves the right to amend and update these Terms and Conditions by making any changes immediately without notifying you except by publishing the amended Terms and Conditions on The Compound ADL Website and at the Facility. We may revise these terms from time to time. The revised terms will take effect when they are posted on the Website or Facility and your continued usage of the Website, Equipment and Facility after any changes to these Terms and Conditions will mean you accept those changes.

In these Terms of Conditions:

- “Equipment” means the equipment provided at the facility by The Compound ADL.
- “Facility” means the facility located at 3 Thompson Street, Dry Creek, 5094.
- “Personal Property Securities Register” means the Personal Property Securities Register established by the *Personal Property Securities Act 2009* (Cth) and regulations made under it.
- “Products” means products sold by The Compound ADL on the Website, including Tickets and any other products or merchandise nominated by The Compound ADL.
- “The Compound ADL”, “The Compound”, “us”, “we”, and “our” means The Compound ADL, its director/s, employees and agents, its subsidiaries, its holding companies or subsidiaries of such holding companies,
- ‘SMS’ means a short message service received from The Compound ADL.
- ‘Ticket’ means a valid ticket (including any discounted or complimentary ticket) approved by The Compound ADL for entry into a Facility or usage of equipment in a Facility. These are purchased either in person by you at a Facility or on the The Compound ADL website.
- “Website” means the The Compound ADL website www.thecompoundadl.com.au . and any SMS received from The Compound ADL;
- “Website Materials” means all of the materials displayed on this website, including (without limitation) all information, text, graphics, names, logos, trademarks, design, software and advertisements.
- “You” and “your” refers to anyone who visits and/or uses this Website, accepts these Terms and Conditions.

LICENSE AND ACCESS TO FACILITY

We grant you a limited license to personally use the Equipment and Facility at your own risk and subject to you accepting these Terms and Conditions.

To use the Equipment and the Facility you must present a Ticket to The Compound ADL staff. Entry to the Facility and use of the Equipment is however at all times subject to The Compound ADL discretion.

Tickets are non-refundable and not redeemable for cash. Tickets cannot be on-sold to another party. Lost or stolen tickets cannot be replaced. Fraudulent use will be referred to police.

You must redeem valid tickets for The Compound ADL wristbands that must be displayed for the entire session. Only persons with the appropriate wristband may use the Facility.

If for any reason, The Compound ADL is unable to honour your purchased tickets for an agreed time, The Compound ADL will use reasonable endeavours to ensure the relevant Tickets are honoured at another agreed alternative time/date.

The price of the Tickets will provide you with access to the Facility and Equipment, including use of bikes, protective gear, tracks, rides, jumps, ramps, circuits and any other activities whilst in the Facility during the allotted time.

No alcohol or drugs of any type shall be brought onto the premises. Anyone under the influence of drugs or alcohol may not use the Facility and Equipment and may be asked to leave the facility immediately. Smoking is not permitted within the Facility or its carpark.

The Compound ADL reserves the right to inspect any bags at any time for security purposes.

Appropriate closed in footwear, helmets and suitable clothing be worn at all times within the Facility and when using the Equipment. You agree to obey all reasonable written and verbal instructions and warnings, given by The Compound ADL and its staff without objection.

You must use, as instructed, all safety equipment provided when participating in any activities.

Any use of your own equipment (including bikes, skateboards, safety equipment) will be at your own risk and The Compound ADL accepts no responsibility or liability whatsoever for any failure or non-performance of any such equipment. The Compound ADL also reserves the right to prevent use of any equipment in its Facility.

The Compound ADL will not be held responsible for personal property brought into the Facility.

Any vehicles parked at the Facility are at their respective owners' risk. The Compound ADL will not be responsible for any loss of, or damage to any vehicle, accessory, or contents in or on any vehicle.

The Compound ADL reserves the right to refuse entry or remove guests from the Facility for vandalism, stealing, offensive behaviour, queue jumping, failure to properly supervise persons under your care, failure to follow safety instructions, failure to comply with these Terms and Conditions or for any other reason at its own discretion.

LICENSE AND ACCESS TO THE WEBSITE

We grant you a limited license to make personal use only of the Website for consideration and/or purchase of the Products. Such grant does not include, without limitation:

- (a) any resale or commercial use of this Website or any of the contents of this Website;
- (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the contents of this Website not intended to be so read, including use of or directly viewing the underlying HTML or other code from this Website except as interpreted and displayed in a web browser;
- (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any of the contents of this Website (including any Company trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise;

- (d) the collection and use of any product listings or descriptions;
- (e) making derivative uses of the Website and any of the contents of the Website; or
- (f) (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the contents of the Website or to collect any information from the Website or any other user of the Website.

You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution. Examples of violations include: accessing data unlawfully or without consent; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, “flooding”, “mail bombing” or “crashing”; forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

CHILDREN

The Facility and Equipment is designed for and intended for use by adults. Persons 14 and under may use the Facility and Equipment only with involvement of a parent or guardian. If you are a parent or legal guardian, you must **at all times** monitor and supervise the use of the Facility and Equipment by children, minors and others under your care. You agree to be responsible for their use of the Facility and Equipment (including any personal equipment approved for use by The Compound ADL).

Any purchase of the Tickets and/or any relevant products are only available for sale to individuals who can make legally binding contracts. By placing any order for the Tickets (or any other relevant products) you are verifying to The Compound ADL that you are able to make a legally binding contract.

You acknowledge that the purchase of Tickets on behalf of any children or minors under your care will constitute you accepting these Terms and Conditions on your own behalf and on behalf of the children or minors under your care, particularly in relation to their use of the Facility and/or Equipment (including in any personal equipment approved for use).

This Website is designed for and intended for use by adults. If you are under 18, you may use this Website only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this Website by children, minors and others under your care. You agree to be responsible for their use of this Website. Any purchase of the Products is only available for sale to individuals who can make legally binding contracts. By placing any order for the Products you are verifying to The Compound ADL that you are able to make a legally binding contract.

PRIVACY

We have adopted a Privacy Policy that you should refer to fully understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles*. You can access the The Compound ADL Privacy Policy on the website.

COPYRIGHT

You acknowledge that The Compound ADL may take images of you using the Facility or Equipment or you attending the Facility. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide The Compound ADL a royalty free non-exclusive licence to use any such images for our marketing purposes, including the Website.

Any photographs, videos or sound recordings taken by you must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without the express written consent of The Compound ADL is strictly prohibited.

Cameras, smart phones and any recording devices are not permitted to be used in any change room or bathroom facility at The Compound ADL.

Images of people, places and/or products posted on this Website are either the exclusive property of The Compound ADL or are used herein with the express permission of The Compound ADL. Unless otherwise noted, all content included on this Website, including (but not limited to) images, illustrations, designs, icons, photographs, video clips, written material and other materials, is the property of The Compound ADL or its suppliers, partners, or affiliates and is protected by Australian and international copyright laws. The compilation of this Website is the exclusive property of The Compound ADL and is protected by Australian and international copyright laws. Any unauthorised use of any content or materials on this Website is strictly prohibited and may violate copyright and trademark laws and/or the laws of privacy, publicity, and/or communications regulations and statutes. Any use of the materials or content on this Website can be made only with the prior written and expressed authorisation of The Compound ADL. For further information on how you may obtain authorisation to use any materials or content on this Website, please contact The Compound ADL by using the contact details provided in these Terms and Conditions. Please note that The Compound ADL reserves all of its rights in this regard.

TRADEMARKS

All trademarks, trade dress and service marks (whether registered or unregistered) and their respective designs and/or logos on this Website are the exclusive trademarks and/or registered trademarks of The Compound ADL. The trademarks, trade dress and service marks of The Compound ADL may not be copied, imitated or used, in whole or in part, without prior written permission of The Compound ADL. All page headers, custom graphics, button icons, and scripts are trademarks and/or trade dress of The Compound ADL, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of The Compound ADL. All other trademarks, registered trademarks, product names and company names or logos used on this Website are the property of their respective owners and have been licensed by The Compound ADL for the use of The Compound ADL only. You may not use any trademarks, trade dress, service marks or intellectual property of The Compound ADL or its related companies, nor may you place any Meta tags or any other "hidden text" utilising the name of The Compound ADL or its related companies, trademarks, or product names without our clear express written consent.

HYPERLINKS

Linking to our Website is prohibited. Links on our Website may direct you to third party websites, which are subject to their own terms and conditions. Your use of those websites is solely at your own risk and expense and The Compound ADL accepts absolutely no responsibility and makes no claims, representations or warranties with regards to the use, quality, content, nature or reliability of any third party websites.

YOUR ACCOUNT

If you use this Website and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. If you register on the Website, you agree that any information you provide to us will be current, accurate and complete. The Compound ADL will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the The Compound ADL or another party due to the unauthorised use of your account and/or password either with or without your knowledge. You agree

to notify The Compound ADL immediately of any unauthorised use of your account and/or password(s), or other breach of security.

ELECTRONIC COMMUNICATIONS

From time-to-time The Compound ADL may offer a newsletter, or product or service information updates. By accepting these Terms and Conditions, you consent to The Compound ADL using your email address to send you The Compound ADL newsletters or product or service information updates (as applicable). The Compound ADL may also use your email address to send updates to you from time to time about changes to The Compound ADL products and services.

If requested by you, The Compound ADL will remove you from its mailing list in accordance with the The Compound ADL Privacy Policy.

CONDITIONS OF SALE

Title in any Products purchased by you from the Website will remain with The Compound ADL and will not pass to you until you have paid the amounts owing for the purchase of the Products in full.

Products may only be purchased and delivered through the Website and/or SMS (unless purchased in person at the The Compound ADL facility).

The Compound ADL reserves its right to register its interest in any Products sold on the Personal Property Securities Register in this regard. Risk in the Products purchased by you will pass to you on and from delivery of the Products to you. You acknowledge that The Compound ADL will offer various forms of Products (including promotional offers) from time to time and that you take full responsibility to make an informed decision as to which Products suit you best.

On receipt of the purchased Products, you should immediately inspect and examine the Products and examine them for any material defects (if merchandise) and/or to ensure the Products are in the form and quantity as purchased by you (if tickets). If any such defect is found or the Products are not in the same form and quantity as ordered by you, they must be immediately returned within 24 hours of receipt of the goods and The Compound ADL will replace the Products purchased with other Products and/or provide you with a credit note for other Products for use by you.

The Compound ADL will not be liable or otherwise responsible for any mis-delivery, shortage, defect or damage or related direct, indirect, special or consequential losses, damages, liabilities, costs or expenses sustained by you or any other party of any delivery issues, losses or defects following 24 hours of delivery of the Products to you.

These Conditions of Sale may change from time to time and you are required (within reason) to revisit these before placing any order to ensure that these Conditions of Sale have not changed.

The Compound ADL reserves the right to accept or reject your order for the Products for any reason, including, without limitation, an error in the product description or the price posted on the Website for the Products, the availability of the Products or an error in any order for the Products. Your contract with The Compound ADL for any Website purchase of the Products will only come into existence when The Compound ADL forwards you an email containing confirmation of receipt of your order, an acceptance of your order, confirmation of receipt of your payment and details of delivery and/or an invoice.

PAYMENT

The Compound ADL will provide you with a tax receipt for any purchase of the Products from the Website (invoice).

Acceptable payment methods for any purchase of the Products include all major credit cards and/or electronic bank transfer unless otherwise agreed with The Compound ADL. Payment will be made in full on completion and processing of the sale of the Products by The Compound ADL.

Products purchased will not be delivered until such time as full and complete payment for the Products has been received by The Compound ADL.

In the event of a default by you on the purchase of any Product, The Compound ADL reserves its right to terminate the proposed sale of the Products to you and suspend and cancel and delivery of the Products to you.

A minimum of 24 hours' notice of cancellation is required for any purchase of the Products and will only be accepted subject to written confirmation being received from you and responded to by The Compound ADL. The Compound ADL will not issue a refund for any cancellation, but will replace the Products purchased with other Products and/or provide you with a credit note for other Products for use by you.

The Compound ADL also reserves the right to levy a fee of up to 50% of the total purchase price of the cancelled sale of the Products to cover any administrative costs at its complete discretion and by notifying you in writing of its intention to do so.

The Compound ADL may also charge you a delivery fee for the delivery of any sale of the Products, which you will be notified of before any payment is processed.

GST

Unless otherwise expressly stated, the price and any other sums payable for any Product is inclusive of GST.

Given GST is payable by you for any Product purchased from The Compound ADL under these Terms and Conditions, you agree to pay to The Compound ADL an additional amount that is equal to the amount payable by The Compound ADL for the relevant supply multiplied by the prevailing GST rate. This additional amount is payable at the same as the purchase price for the relevant supply to which the additional amount rates.

In the event of a taxable supply, The Compound ADL will ensure any such supply is provided for in any Invoice provided to you.

CREDIT CARD AUTHORISATION

By providing us with your credit card details, you acknowledge and accept that you will be charged by The Compound ADL for the purchase of any Products you have selected. The charge will appear on your credit card statement as The Compound ADL. If you believe that you were incorrectly charged, please **contact us immediately**. Please note that we will only store and hold your credit card details in accordance with our Privacy Policy. If we cannot charge your credit card, you will receive an email from us and you will need to contact us to resolve the issue. We will not attempt to recharge your credit card until the issue has been resolved.

The first charge will occur when you place your first order. If the charging falls due on a non-business day, it will be charged from your credit card account however your order will not be dispatched until the next business day.

TERMINATION

Notwithstanding any of these terms of use, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use this Website, and to block or prevent future access

to and use of this website for any reason or no reason. Upon termination, these terms of use will still apply.

MATTER YOU MAY SUBMIT TO THE COMPANY

From time-to-time The Compound ADL may make available on this Website bulletin boards, chat rooms, comment areas, billboards, forums, news groups, postings sections or similar communications facilities. In such instances, The Compound ADL welcomes your comments regarding our merchandise and services, including our Website. However, any notes, messages, billboard postings, ideas, suggestions, or other material which you submit to The Compound ADL must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third parties and must not include any profanity, obscene, indecent, pornographic, defamatory, offensive or unlawful material.

Any and all notes, messages, billboard postings, ideas, suggestions, or other material which you submit to The Compound ADL will become, upon your submission, the sole and exclusive property of The Compound ADL. The Compound ADL shall be and is entitled to use any kind and nature of material which you submit for any type of use in perpetuity, and including in any and all media whether now known or hereafter devised. By submitting material to this Website, you are agreeing and you do agree that The Compound ADL has the right to use such material in any way, including as outlined above and for promotional and advertising purposes, without compensation of any kind to you. If you choose to send material to us, you are forever assigning all rights in such original creative materials to The Compound ADL. By submitting any materials of any kind to The Compound ADL, you represent and warrant that you hold all necessary right, title and license to such materials and that your submission of such materials to The Compound ADL does not and will not violate or infringe the rights of any third-parties.

The Compound ADL has no obligation to monitor the bulletin board services, chat rooms, postings sections, news groups, forums, communities and/or other message or communication facilities. However, The Compound ADL reserves the right at all times and in its sole and absolute discretion, to disclose any information deemed by The Compound ADL necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children.

The Compound ADL does not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaims any liability with regard to same and any actions resulting from your participation. To the extent that there are moderators, forum managers or hosts, none are authorised company spokespersons, and their views do not necessarily reflect those of The Compound ADL.

Any communication or material you transmit to the Website by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except where otherwise stated in the The Compound ADL Privacy Policy. Anything you transmit or post may be used by The Compound ADL or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, The Compound ADL is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Website for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Compound ADL hereby excludes all warranties of any kind to the fullest extent permissible by law in respect of the Facilities and the Equipment (including any personal equipment approved for use at the Facility by The Compound ADL).

Except to the extent that liability may not lawfully be excluded, The Compound ADL will not be under any liability to you (or any of your officers, agents or employees) for:

- any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of the Facility and/or Equipment (including your own equipment);
- any cost, loss, liability or expense arising from death, personal injury (including ambulance expenses) or property damage resulting directly or indirectly from your use of the Facility and/or the Equipment (including your own equipment)

Any failure by The Compound ADL to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of such rights unless such waiver is granted to you in writing.

Further, where the law implies a warranty into these Terms and Conditions which may not be lawfully excluded, The Compound ADL liability for breach of such a warranty shall be limited at its option to supplying the services again (being the cost of entry to the Facility and use of the Equipment).

For the avoidance of doubt, The Compound ADL shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Facility and/or the Equipment (including your own equipment).

The Compound ADL aggregate liability to you for any other losses resulting from use of the Facility and the Equipment is limited to the nominal amount of \$1AUD.

Your use of the Equipment (including any personal equipment approved for use by The Compound ADL) and/or the Facility entirely at your own risk. We assume no duty of care to you with respect to this Facility and/or the use of the Equipment (including any personal equipment approved for use by The Compound ADL).

www.thecompoundadl.com.au is the generic URL for the country specific to The Compound ADL. This Website is provided "as is" and The Compound ADL excludes all warranties of any kind to the fullest extent permissible by law. The Compound ADL does not guarantee the accuracy or completeness of the Website or any information or Website content or that it is free of defects or viruses and we accept no responsibility for viruses and defects.

It may be necessary to interrupt the services provided on The Compound ADL Website in order to upgrade or maintain them, or for other circumstances beyond The Compound ADL control. Should The Compound ADL need to interrupt the availability of services on Website, The Compound ADL will use its reasonable endeavours to minimise any interruption to the services.

Except to the extent that liability may not lawfully be excluded, The Compound ADL will not be under any liability to you (or any of your officers, agents or employees) for:

- any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of this Website or your use of or reliance upon any of the information, services or materials contained in the Website or provided by the Website to you; or
- any cost, loss, liability or expense arising from death, personal injury or property damage resulting directly or indirectly from your use of the Website and/or the Products.

- Any failure by The Compound ADL to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of such rights unless such waiver is granted to you in writing.

Further, where the law implies a warranty into these Website Terms and Conditions which may not be lawfully excluded, The Compound ADL liability for breach of such a warranty shall be limited at its option to any one or more of the following:

- (a) in the case of the Products – the replacement of the Products or the supply of an equivalent Product, repair of the Products or the costs of replacing and/or repairing the Products;
- (b) in the case of services – to either supplying the services again or the payment of having the services supplied again.

You agree that this Website is provided free of charge. The Compound ADL shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Website. The Compound ADL may from time to time, publish links to other third party websites on this Website. Contents, hyperlinks or information held on other sites is not the responsibility of The Compound ADL. The Compound ADL shall not be held liable for any information held on websites which may have links to or from this Website and which are not maintained and controlled by The Compound ADL. The Compound ADL does not endorse any material on those websites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose or any other aspect of material on those websites, nor does The Compound ADL warrant that material on other websites does not infringe the intellectual property rights of any other person.

www.thecompoundadl.com.au is intended for use within Australia only unless otherwise specified. The Compound ADL makes no representation that any product or service referred to on this Website is appropriate for use, or available, outside of Australia. Those who choose to access this site outside of Australia are responsible for compliance with local laws to the extent that local laws are applicable.

By using this Website, you consent to the Terms and Conditions and disclaimers, as defined by The Compound ADL. The Compound ADL reserves the right to change these conditions from time to time without giving you prior notice.

The Compound ADL aggregate liability to you for any other losses resulting from use of this website is limited to the nominal amount of \$1AUD.

Your use of any materials or information provided on this Website and/or the Products is entirely at your own risk. We assume no duty of care to you with respect to this Website and/or the use of the Products.

DISCLAIMER

You acknowledge that the Facility, Equipment (including your own personal equipment), services and facilities presented by The Compound ADL or any of its employees, agents, staff and other associated persons carry a risk of injury and that there is the possibility of physical injury. You should consult your medical professional before using the Facility and the Equipment (including your own personal equipment), services and facilities offered by The Compound ADL and agree to release and discharge us, our staff, commentators and any third party associated with The Compound ADL from any and all claims or causes of action, known or unknown from any claim whatsoever including (but not limited to) death, injury and/or property damage.

By using the Facility and the Equipment (including any personal equipment approved for use by The Compound ADL), you warrant that you are in good health and free from any potentially adverse medical conditions that may affect you from using the Facility and/or the Equipment (including your personal equipment). For safety reasons, pregnant women, customers with certain pre-existing health issues that

are adversely affected by exercise, or customers suffering from a medical injury or condition may be refused access to the Facility and/or use of the Equipment.

You hereby warrant that you have taken out any relevant insurances required to cover your use of the Facility and/or the Equipment prior to accessing and entering the Facility and/or using the Equipment.

All information provided on the The Compound ADL website, at the Facility or in relation to the Equipment is for educational and marketing purposes only. The information provided is not provided as personal advice, nor is the information specific to your own personal situation. You agree that your use of the Facility and the Equipment (including your own equipment) is at your own risk, and you are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge us, our staff, commentators and any third party associated with The Compound ADL from any and all claims or causes of action, known or unknown from any claim whatsoever including (but not limited to) death, injury and/or property damage.

INDEMNITY

You agree to defend, indemnify and hold harmless The Compound ADL, our offices, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, arising in connection with your use of the Website and/or Products, Facility and/or equipment or your breach of any of these terms and conditions.

APPLICABLE LAW

By accessing, browsing or using this Website and/or the Facility, you agree that the laws of Australia, without regard to principles of conflict of laws, will govern these terms of use and any dispute of any sort that might arise between you and The Compound ADL or its related companies. Regardless of where you access this Website, you agree that any action at law or in equity arising out of or relating to these terms of use shall be filed and adjudicated only in the federal or state courts located in Australia, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding between you and The Compound ADL or any of its related companies.

The laws of South Australia, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and The Compound ADL or its related companies with respect to the Facility.

ENTIRE AGREEMENT

These terms of use constitute the entire agreement between you and The Compound ADL with respect to this Website and Facility and the Products and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website. A printed version of these terms of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. The rights provided in these terms of use are cumulative and not exclusive of any other rights available in any other instrument or at law. These terms of use are in addition to and are not prejudiced by or merged in any right a party now has or may have. If any of these terms of use are illegal, void or unenforceable, they will be ineffective to the extent of the illegality, voidability or unenforceability, but without invalidating the remaining terms of use. Failure to exercise or delay in exercising, any right, power or remedy does not impair or operate as a waiver of any right, power or remedy. No single or partial exercise of any right, power or remedy precludes its further exercise or the exercise of any other rights, powers or remedies. Any waiver is effective only to the extent that it is in writing.

VARIATION

These Terms and Conditions can only be amended or varied by The Compound ADL at its own discretion and may not be amended or varied in any other manner.

ASSIGNMENT

The Compound ADL may assign or transfer its rights or obligations under these Terms and Conditions at its own discretion.

You are unable to assign any of your rights in any purchase of the Products without the prior written permission of The Compound ADL.

SEVERANCE

If any part of these Terms and Conditions is prohibited, invalid, unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or effecting the validity or enforceability of that provision in any other jurisdiction.

CONTACT US

If there are any questions or comments regarding our Terms and Conditions, please contact us at:
The Compound ADL (ACN 640 589 957)

Place of Registration: Australia

Registered Office Address: 3 Thompson Street, Dry Creek, South Australia 5094

Phone: 08 8258 4727