Siritec - Photo Restoration

Terms and Conditions of Service

1st November 2026

By using our Services you accept and be bound by these terms and conditions ("Terms") set forth herein. Acceptance of the Terms creates a binding legal agreement between you and Siritec (ABN 68 205 992 143) that you will comply with the Terms and use the Service only in a manner consistent with these Terms.

In the event the User of our Service is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person requesting our Service on behalf of the User certifies that he/she has the authority to bind the corporation, LLC, partners, joint venture or other individuals in this manner and in connection with his/her acceptance of all Terms set forth herein. If you do not agree with these terms and conditions, do not access or use any of our Services.

Authorisation

You represents and warrants that, if an individual, User is at least 18 years old, or, if an entity, User is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing where required to do business with all legal authority and power to accept these Terms. You agree to provide complete, accurate and current information to us in connection with the Service and further agree to update all such information as necessary to maintain complete, accurate and current information. Although User our Services must be at least 18 years of age, a parent or legal guardian of a minor may access our Services on the minor's behalf, and by doing so, consents to such minor's use of the Services. User's parents and legal guardians assume full responsibility and liability associated with a minor's use of any of the Services.

Materials and Content not Permitted on our Service

You are hereby advised that any image or photograph submitted by you to our Service is subject to our review. We reserve the right at our sole and absolute discretion to refuse to provide our Services to images or photographs deemed to be objectionable by us or considered by us contrary to applicable laws. Any perceived violations of laws will be reported by us to law enforcement authorities if in our sole judgment such images are in violation of applicable laws.

Without limiting the above in any way, you are not permitted to post, upload, email, transmit or request the Service of any image or photographic content which:

- is, or we believe is offensive, personally offensive, defamatory, abusive, obscene, upsetting, menacing, threatening, harassing, pornographic, or otherwise inappropriate.
- is illegal under any law or regulation at any place where images or photographs are posted or uploaded from and/or received, or infringes any industry code of conduct.
- is copyrighted content or material that is used without the express permission of the owner or which infringes the intellectual property rights of any person.
- in our opinion reflects badly on our Service.

Further, you are not permitted to use our Service (Service will not be provided):

- to engage in any activities in such a manner as to expose us, or any other third person who is involved in making the Service available to you to liability or adversely affecting the name, reputation or business of us or any such third person.

- to do any act that may damage or interfere with the Service or cause the quality of the Service to be impaired.
- to commit a crime or in the course of committing a crime or for an unlawful purpose to do any act that may damage or cause the quality of the Service to be impaired.

Privacy

Our policies of collection, storage, use and disclosure of personal information is in accordance with Privacy Act 2000 (Victoria) and other applicable legislature.

To facilitate the provision of our Services, Users may provide us with Data incorporating personal information. “Data” means data and other information in whatever form provided by, or on behalf of the User to us in order for us to perform the Services and may include, but not be restricted to, customer details, phone numbers and other lists, and product/service information.

In providing our Services we will:

a. keep confidential and ensure that its officers, employees, agents and contractors keep confidential the data and take all steps as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Data.

b. not disclose the Data to any person unless disclosure is:

    - to Siritec's employees, agents or contractors and is necessary for the provision of the Services;
        - requested or authorised by the User;
        - necessary for the enforcement of the criminal law or for the protection of public revenue;
        - necessary to prevent or lessen a serious and imminent threat to the life or health of a person;
        - required or authorised by law.

The Users warrants that:

- the Data is accurate and up-to-date.
- Any Data or materials provided by or on behalf of the User in order for us to perform the Services have been collected and recorded in compliance with the applicable legislature.
- The User will supply data and materials to us in accordance with the applicable legislature. Siritec, its officers, employees and agents will not be responsible for any claims, liabilities, demands, fines, costs or expenses resulting from the handling or use of Data or materials provided by the User that are not in compliance with the applicable legislature.

Your email and other personal information you may provide will be stored in a database maintained by us specifically for the task. Your e-mail address and other personal details are confidential. The information you provide will be used only for the purpose for which you have provided it and for related, internal management purposes. We May also send you promotional information and/or special offers about products and services which we think may be of interest to you, unless you indicate that you do not wish to receive such promotional information.

Warranty Disclaimer-limitations-Indemnification

This statement is not intended to exclude or limit any rights which you may have under the Commonwealth Trade Practices Act or applicable legislature.

Warranty disclaimer: To the extent permitted by law, the Service and all products and services provided by us are provided “as is, as available” with no warranties whatsoever and all express, implied and statutory warranties including, but not limited to warranties of merchantability and fitness for a particular

purpose are expressly disclaimed. Your accessing or use of the Service is at your own discretion and risk. The Service is not warranted to be error free or uninterrupted. We disclaim any warranties for the security, reliability, timeliness and performance of the Service. Neither we nor any other person involved in the creation, provision or maintenance of the Service shall be responsible for interruption of the Service, linkage to any third party sites, damage to your computer, damage to other property or loss of data resulting from your access to or use of this Service.

Limitation of liability: It is impossible for us to assess the value of every image supplied by customers and the charges made for our Services do not reflect or incorporate unlimited liability. Users should insure work of special value and advise us accordingly. In the event of any loss, damage or mishandling of photographic content or digital image by us, our affiliates, agents or employees even where due to negligence or other fault or if unauthorised access is gained or misuse of an image is made by any third party our liability shall be limited, at our option, to the raw cost of the materials or $100, whichever is less. This is your exclusive remedy for any loss, damage or mishandling. We are not liable nor responsible for any materials not in our possession. Items lost or damaged while in transit are the responsibility of the carrier's company and are subject to that company's terms. Furthermore, we are neither liable nor responsible for late delivery or non-delivery of products or services. Except as expressly provided in the immediately preceding paragraph to the fullest extent allowed by the law neither we, nor any other person involved in the creation, provision or maintenance of the Service, shall be liable for any direct, indirect, special, incidental, exemplary, punitive or consequential damages arising out of your access to or use of this Service.

Indemnification: You agree to defend, indemnify and hold harmless Siritec, its partners, officers, directors, employees, agents, licensors, suppliers and any third party and providers to the Service from and against any or all losses, expenses, damages and costs, including reasonable legal costs resulting from any violation of the Terms, or any activity relating (including negligent or wrongful conduct), by you or any other person accessing the Service.

Pricing

All prices published on the Site should be considered as a guide only. The actual cost involved in providing the Service (including delivery charges if applicable) will be presented in our quotations. Costs will be determined, at our discretion, by examining the particulars of the order. It includes, but not limited to, complexity of job/s, resources (man hours and material) required fulfill the order, and number of jobs in the order. All prices are stated in Australian dollars and are valid until altered by us. We are not responsible for any over the limit, overdraft or other fees and charges you may incur from your bank or financial institution during the course of payment to our Services.

Refunds

By requesting a product or service, you understand and agree to accept the quality of products and services as represented in the examples on our Site. If you are not satisfied that the products and services you receive from us are consistent with the representations on our Site, and you notify us within 28 days of the dispatch date, we will conduct a review. If we conclude from the review that the products or services provided are not consistent with the representations, we will provide replacement products or services, or offer you a full refund, at our discretion.

Amendments to Terms

We reserve the right to amend the Terms at any time, for any reason, and without notice, including the right to terminate the Service or any part of the Service. We will not be held responsible for any costs incurred by you as a consequence of these Terms changing.

Governing Law

This agreement shall be governed by the laws of the State of Victoria, Australia and the parties submit to the jurisdiction of the Courts of Victoria, Australia.

Severability

If any court of competent jurisdiction finds any provision or part thereof of this agreement to be illegal, invalid or unenforceable that provision or part thereof shall be severed from this agreement and the remaining terms and provisions of this agreement shall remain in force and constitute the agreement between us. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Entire Agreement

These Terms constitute the entire agreement between you and Siritec and govern your use of the Service, superseding any prior agreements between us. In the case of inconsistencies between these Terms and information included in off-line materials, (e.g., promotional materials), these Terms will always prevail. You may also be subject to additional terms and conditions that may apply when you use affiliate services or third-party content.

Waiver

The failure by us to enforce any right or provision of this agreement will not constitute a waiver of the right or provision.

Definitions

In these Terms the following expressions shall have the following meanings unless otherwise stated:

- “we”, “our” or “us” means Siritec (ABN: 68 205 992 143) including, its officers, employees, agents and contractors.
- “Site” refers to the website siritecstudio.com including any derivative domains registered by us.
- “Service” or “Services” means all products and services provided by us including the content within the site.
- “you” or “User” means the persons, persons or business entity using the Services provided by us.

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