

TERMS & CONDITIONS

This Website (**Platform**) is operated on a voluntary basis by Robert Cselka on behalf of Powerhouse Christian Centre Incorporated Murwillumbah NSW Australia 2484 [ABN 12 507 027 560] (**we, our, us** or **Church**). It is available at www.pacificidesignerhomes.com.au/church (**Website**) and at any other third-party application we choose to use now or in the future (**Platform**).

ACCEPTANCE

By accessing and/or using our Platform, each user (**you** or **your**) of our Platform; you promise that you:

(a) have reviewed these Terms & Conditions, including our Privacy Statement (available on this Platform) (**Terms & Conditions**);

(b) have the consent of your parent or legal guardian (if you are under 18 years of age) to use this Platform;

(c) have the legal capacity to enter into a legally binding agreement with us; and

(d) by using access of this Website, you agree to use this Platform in accordance with these Terms & Conditions and Privacy Statement.

REGISTRATION

You can browse and view this Platform as an unregistered user. You can purchase an item as an unregistered user in its current format as set out on this Website.

WHEN DO THESE TERMS & CONDITIONS APPLY?

These Terms & Conditions apply when you purchase digital product/s (**Content**) available for purchase on the Website. You acknowledge that you read and agree to the Terms & Conditions before you proceed with the purchase of any Content.

OUR CONTRACT

When you place an order via our Website (**Order**), you will receive an acknowledgement e-mail message confirming receipt of your Order placed (**Acknowledgment**). The Acknowledgement is not our acceptance of your Order.

A contract will not be formed between us, until our third-party organisation sends you confirmation of the Content of the product purchased has been dispatched to you by automated form of electronic digital download; which occurs when payment has taken place (**Contract**).

If you make more than one Order of the same product, simply select the number you require and add to cart and proceed to checkout to complete the transaction.

You agree that you will not copy, reproduce, distribute or use the Content other than as set out in these Terms & Conditions and that you must not sell, transfer, lease, modify, distribute or publicly perform the Content provided to you by us.

If you breach these Terms & Conditions; we reserve the right to terminate your license to use any Content. Only those products or services listed in the confirmation sent at the time of dispatch will be included in the contract formed.

You clearly understand that the e-mail provided at checkout as advised to us at payment stage is accurately provided to us in terms of spelling and a legally current valid e-mail address and the matter is concluded upon sending such information.

Any further update (e.g. different e-mail address) of initial advice given to third party organisation incurs another cost at our sole discretion (i.e. another identical payment of product is required to proceed). It is absolute important to provide our third-party organisation with a correct functioning accessible e-mail address to open attachment in format sent.

PRIVACY AND AVAILABILITY

We use our best efforts to try and ensure that all details, descriptions and prices that appear on this Website are accurate, however errors may occur. If we discover an error in the price of any products advertised, we will correct the error within a reasonable time and your order will match the Website displayed price on actual date of your payment transaction/s.

Delivery postage costs are excluded (product is sent in electronic digital download instances) as item sent automated to your details advised to the third-party organisation who manage our sales including payment accounts for us.

PAYMENTS

Any payments will be made through our third-party payment processor or by payment method set out on the Website. To the extent permitted by law, our service product fee is non-cancellable and non-refundable. We reserve the right to set out the only preferred method of payment is noted on this Platform (no bank transfers, Western Union, etc). No other means of payment are applicable; with payment means accepted only as noted on the Website.

All purchase/s are expressed in Australian dollars (AUD). For countries outside of Australia, the invoice will be calculated with conversion into Australian dollars (AUD) from your location. For purchase/s transactions, it will include Goods and Services Tax nominated at the rate of 10% (GST) as mandatory charge required in Australia on a worldwide basis on our charge out rate.

DELIVERY OF CONTENT TO YOU

The Content will be provided to you by e-mail or other form of electronic digital download, including but not limited to streaming them from a third-party organisation being downloadable documents or files. You acknowledge and agree that any use of a third-party platform means you will be subject to the Terms & Conditions of that platform as well as these online purchase Terms & Conditions noted on this Website. Extra cost if you require postage sending of item/s selected, which is calculated as the invoice cost to send item/s plus a postage service fee at our sole discretion – we will update advise of this.

RECEIPT OF GOODS

You must inspect the Content immediately upon download or receipt and let the appropriate third-party organisation (e.g. they will send you the automated reply upon transaction completion of document/s you selected) know if there is an issue with download within 24hrs of information sent.

If the e-mail you advised us is correct and product/s sent is factually recorded as being sent; then you acknowledge that there is nil chance of error item not received and then that concludes the matter entirely. This is why it is important you must enter correct and accessible e-mail address you want us to send your purchase to.

We reserve the right to remove active links for download of content after 24 hours of purchase and if we do not get a response within that 24hrs of an issue, then the transaction concludes in its entirety.

If you fail to give such notice, the Goods must be deemed to be in all respects in accordance with the specified requirements.

No claim must be recognised unless made by email direct to third-party organisation within 24 hours after receipt of the Goods by you.

This paragraph does not apply if the Goods are subject to consumer guarantees imposed under the Australian Consumer Law — where consumer guarantees apply.

REFUND AND CANCELLATION POLICY

Please choose carefully as you only have one selection choice once you complete a transaction.

Because of the nature of electronic digital information products and their immediate availability to you, we do not give refunds if you change your mind or make the wrong decision. Once an automated advice of document is dispatched to you (buyer) it concludes the business transaction in its entirety.

If the third-party organisation advises us that document/s were indeed automated sent to you upon finalisation of the transaction then you concluded all dealings with us in its entirety – please ensure information provided to third-party organisation is true and accurately factual in the process leading up to payment finalisation by you the buyer (i.e. current correct accessible e-mail information) so as the document/s can be dispatched.

Any further update (e.g. different e-mail address) of initial advice given to third party organisation incurs another cost at our sole discretion (i.e. another identical payment of product is required to proceed).

COLLECTION OF INFORMATION

We collect personal information about you in order to enable you to access and use this Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Statement.

INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT

Electronic digital information sent is for personal use only. Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Platform, Website and all of the Content. Your use of our Platform and your use of and access to any Content on the Website does not grant or transfer to you any rights, title or interest in relation to our Platform or the Content.

Copyright of documents listed for purchase on Website strictly apply (as noted).

You must not, without our prior written consent or the consent of the owner of the Content (as applicable):

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Platform, including (without limitation) by:
 - (1) altering or modifying any of the Content;
 - (2) causing any of the Content to be framed or embedded in another Website; or
 - (3) creating derivative works from the Content.

Failure to comply will result in legal action.

USER CONTENT

You may be permitted to post, upload, publish, submit or transmit relevant information and content, including Reviews (**User Content**) on our Platform. By making available any User Content on or through our Platform, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display,

publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of our Platform.

You agree that you are solely responsible for all User Content that you make available on or through our Platform. You represent and warrant that:

(a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms & Conditions; and

(b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

DISCONTINUANCE

We may, at any time and without notice to you, discontinue our Platform or any of the Content, in whole or in part. We may also exclude any person from using our Platform, at any time at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

CONSUMER GUARANTEES

(a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).

(b) Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.

LIMITATIONS ON CLAIMS

(a) We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "force majeure" means any occurrence or omission as a direct or indirect result of which we are prevented from or delayed in performing any of our obligations, is beyond our reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency or telecommunication failure outages.

(b) We have no liability to the extent that a failure of the Goods is attributable to any act or omission on your part, including but not limited to where you do not follow appropriate download instructions for the Goods.

(c) Our liability for failure to comply with a consumer guarantee is limited to:

(i) in the case of Goods supplied by us, the replacement of the Goods or the supply of equivalent Goods (or the payment of the cost of the replacement or supply); and

(ii) in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.

(d) Subject to the prior, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation.

(e) In all other respects, our total liability for loss or damage of every kind, whether:

(i) arising pursuant to the terms of service; or

(ii) arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action, is limited to an amount equivalent to the sum paid by you to us for the goods.

(f) Except as otherwise stipulated in these terms, we do not accept liability to you in respect of any indirect or direct loss or damage which may be suffered or incurred by you in respect of goods or services supplied pursuant to these terms.

(g) Where you have asked us to recommend a product or digital Content for your use, we make such recommendations on the information provided to us by you and will not be liable if the products purchased fail to meet your requirements, particularly where we have not been made aware of the full circumstances of the intended use or your specific situation.

(h) This clause will survive the termination or expiry of these Terms.

WARRANTY DISCLAIMER

To the extent permitted by law, any condition or warranty that would otherwise be implied into these Terms & Conditions is excluded.

INDEMNITY

You agree to at all times indemnify us, and keep us indemnified from and against any loss (including any legal costs on a full indemnity basis) or liability incurred or suffered by you or by us arising from any claim, demand, suit or action or proceed by any persona against you or us where you such loss or liability arose out of or in connection with your conduct or breach of these terms of use or use of this Website or Platform or any information you provide via this Website or any damage caused to this Website.

WAIVER

Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

DISCLAIMER

We have made a reasonable commercial effort to accurately represent the Content we offer and the likely outcome of using the Content, there is no guarantee that you will achieve the results that you may have expectations of. In this regard, your level of success in using any of the Content offered by us depends on external factors and we are not liable for failure to attain expected results or for any other reason. You acknowledge and agree that you will proceed on this basis.

Further, you warrant that you have not relied on any testimonials published by us as a reliance to purchase the Content and undertake that you will use the Content on that basis and hold us harmless if you do not achieve the results you desire.

GENERAL

Entire agreement: The above Terms & Conditions set out in this online purchase Terms & Conditions constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

Variation: We reserve the right to revise or update this Terms & Conditions document by posting the revised Terms & Conditions document on our Website (any updates will be marked as Revision B and so on) as and when we see fit without prior notice at our sole discretion with update of this date as noted within this document (refer end of this document). Your continued use of our Website constitutes an acceptance of the Terms & Conditions.

Severance: The provisions of these Terms & Conditions are severable and if any provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms & Conditions.

Jurisdiction Governing Law: These Terms & Conditions, and your Order, are governed by the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales, Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Entire Agreement: These Terms & Conditions (and our Privacy Statement) constitute the entire agreement between you and us.

You have a clear concise understanding of the English language and do not need an interpreter present.

If you speak another language other than English, prior to any purchase you must arrange an interpreter (at your time and expense) to explain the contents of this Terms & Conditions document (also Privacy Statement document) to you so you are not in any doubt. Upon any purchase/s it constitutes an acceptance of this Terms & Conditions document (together with our Privacy Statement document) being understood in its entirety.

If you're a parent or legal guardian, and allow your child or other person (of which you're a legal guardian) to use the services on this Platform, then these Terms & Conditions (and Privacy Statement) apply to you and you're responsible for your child or other person/s activity on this Platform.

If you do not agree with our Terms & Conditions and Privacy Statement documents, then do not purchase any product/s or continue accessing this Website.

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