



## Wedding Vault Pty Ltd - Terms of Service

### General

Wedding Vault's Terms of Service ("**Terms**") outline and govern the user's ability to interact with and use the products and services ("**Services**") for personal and business interests. By using our Services, you agree to and are bound by these Terms. Please contact us ([contact@weddingvault.com](mailto:contact@weddingvault.com)) if you have any questions.

Wedding Vault operates from Adelaide, South Australia. Wedding Vault may use external providers who are located elsewhere. This includes and is not limited to remote hosting where your Content and personal details such as your username and IP address may be electronically stored. We also use cookies to improve browser and device based user experience. Acceptance of these Terms is acceptance of this common industry practice.

These Terms shall be governed by the law of the state of South Australia, Australia. For any actions of which cannot be resolved through arbitration, each party shall be subject to a local court in Adelaide, South Australia.

Upon accepting these Terms, Wedding Vault will notify you of these Terms via your nominated email address provided at registration. These Terms are subject to change and we will notify you via your dashboard when you next log in. An updated version will also be available at <https://www.weddingvault.com>.

To the full extent permitted by law, we exclude all liability with respect to loss of data, interruption of business or any consequential or incidental damages.

To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

These Terms are terminated immediately if we cease business operations, we publish an updated version of these Terms (in which case these Terms are superseded) or you are found to be in breach of these Terms.

### Licence to use the Website

By posting or adding any Content onto the Wedding Vault Website ("**Website**"), you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that Content in any way (including, without limitation, by reproducing, changing, and communicating the Content to the public) and permit us to authorise any other person to do the same thing.

## Content

The Wedding Vault Website allows you to document, upload and share your wedding story and/or Supplier profile. It also allows the saving of favourite wedding stories, photographs and industry Supplier details. The Website provides an avenue to “storybook” your wedding day through commentary (provided by you) and the sharing of your photographs, videos, links, and other materials. It also provides wedding industry Suppliers (“**Suppliers**”) the opportunity to generate a microsite containing contact information, a portfolio of photographs and other business information. This is referred to as “**Content**” and is not limited to these items.

When you use the Website, you retain all rights to the Content and are responsible for any Content that you upload or share on the Website.

You must **not**:

- Share, display or publish material that is obscene, inappropriate, defamatory, indecent, offensive, pornographic, in breach of confidence, misrepresenting of minors, promoting of self-harm or drug abuse, threatening, as an output for bullying and/or harassment or illegal in any form (“**Inappropriate Content**”). Wedding Vault reserves the right to remove Content immediately. (See **Removal of Content** below).
- Publish anything that breaches the Intellectual property rights of any Third Party.
- Impersonate, defame, imitate or in any other way misrepresent any other person, organisation or group – not limited to, but including wedding stories and Supplier accounts.

You also acknowledge that:

- Wedding Vault is not responsible for any misuse or legal consequences arising from the display of your Content.
- You consent to any act or omission which would otherwise constitute an infringement of your moral rights.
- The Content you provide must be a true reflection and representation of your wedding story, and/or your business (as a Supplier).
- If we are notified of any misleading Content/Third Party Content, including false representations of Suppliers, your wedding will be removed from Wedding Vault and you will be notified via email.
- All Content published to Wedding Vault will be approved by our editorial team before it is live. If you decide to edit your wedding Content after it has been published, our editorial team will be notified and required to re-approve it to ensure it complies with our Terms.
- Wedding Vault reserves the right to cease operating the Website at our discretion at any time. We also, reserve the right to bring down the Website for periods of time without notice (e.g. for maintenance).
- While Wedding Vault displays business information and Content on behalf of third parties, it is not owned or controlled by Wedding Vault and hence we are not responsible for the inaccuracy, links, materials, products, services or information of which they contain. By accessing third party information or a third party website via Wedding Vault, you do so at your own risk.
- We endeavour to keep your Content live for a minimum two years. Content that is deleted is immediately removed and is no longer recoverable. To delete your Content, follow these steps:
  1. Log into your account and navigate to your dashboard
  2. Mark your Content as “Inactive”
  3. Press the “Delete My Content” button – please note that this is irreversible.

## Third Party Content

Many couples will use third parties (such as photographers and videographers) to help capture their wedding day. The resulting photographs, videos and products that they create are called “**Third Party Content**”.

- If you wish to use, share, display, reproduce or upload any Third Party Content, you **must** obtain the third party’s consent to use, share, display, reproduce or upload such Content onto the Website.
- If you add any Third Party Content in which any third party has moral rights, you must also ensure that the third party also consents to any act or omission which would otherwise constitute an infringement of their moral rights.
- All Third Party Content (such as photographs and videos) must be truthfully credited to the business where it originated to accurately credit the work.
- All professional photographs are to be uploaded in their original format as supplied to you by the photographer or as agreed, to portray a true reflection of the photographers work. Poor quality photography will be rejected including very low resolution, blurry or business promotion photography.
- By uploading Third Party Content onto the Website, you are acknowledging that you have obtained the necessary written consent from the legal owner/s of such Third Party Content. Wedding Vault is not responsible for any misuse, unauthorised use or other legal consequences arising from the display of Third Party Content on the Website.

## Removal of Content

### By Wedding Vault

Wedding Vault reserves the right to remove your published wedding (or parts of your Content/Third Party Content) from the Website, at any time, if:

- Your Content or Third Party Content (or use of it) is in breach of our Terms;
- A Take-Down Request (“**Take-Down Request**”) is received from a third party advising that you have not obtained the necessary permission / consent from the owner of Third Party Content to reproduce or use their Content on the Website (e.g. copyright infringement); or
- Your Content / Third Party Content is of a scandalous, offensive or discriminatory nature.

### By You

- Once your Content has been approved and published, you can choose to make it inactive and it will not be displayed in any area of the Website. However your pictures and data will stay on our servers at our discretion.
- If you choose to reactivate it at a later date, you can do so via your dashboard.
- Whilst in an inactive state, your Content can be permanently deleted from the dashboard by selecting “Delete My Content”. Similarly, by deleting your account permanently (from the dashboard), your Content (including wedding story and/or supplier profile and/or favourites) will be deleted and your account will no longer be accessible.

## **Take-Down Policy**

We reserve the right to remove your Content upon receiving a Take-Down Request.

If we receive a Take-Down Request from a Supplier, we reserve the right to remove Content if you have not received Third Party Content approval, or if your Content is deemed Inappropriate Content. In the event that the Supplier later approves your use of their Content, the Content can be re-instated at our discretion.