

Caeli — Website Terms of Use

Issued by Caeli Group Pty Ltd (ABN 90 647 928 550) | Last updated: April 2026

These Website Terms of Use ("Terms") apply to your access to and use of the website www.caeli.com.au and any related sub-domains or sites operated by Caeli Group Pty Ltd (ABN 90 647 928 550) trading as Caeli ("Caeli", "we", "us" or "our") (together, the "Website").

By accessing or using the Website you agree to be bound by these Terms, our Privacy Policy, and, where you place an order for goods, our Sales Terms and Conditions. If you do not agree to these Terms, you must not use the Website.

1. About the Website

The Website is an online platform through which we market and sell physical goods to customers in Australia. The Website may also contain information about our products, brand, company and related topics. Certain features may require you to register an account.

2. Eligibility

You may only use the Website if you are at least 18 years of age and able to enter into a legally binding contract. By using the Website you represent and warrant that you meet these requirements.

3. Your account

If you create an account, you must provide accurate and complete information and keep it up to date. You are responsible for keeping your login credentials confidential and for all activity that occurs under your account.

You must notify us immediately at support@caeli.com.au if you suspect unauthorised access to your account. We may suspend or terminate your account where we reasonably believe there has been a breach of these Terms or any unlawful or fraudulent activity.

4. Acceptable use

You agree that you will not, and will not attempt to:

- use the Website in a way that breaches any law, infringes the rights of any person, or is otherwise fraudulent, misleading or harmful;
- interfere with, damage, disable, overload or impair the Website or any server, network or system connected to the Website;
- introduce any virus, trojan, worm, logic bomb or other material that is malicious or technologically harmful;
- access without authority, tamper with, or probe the security of, any part of the Website, data or related systems;
- collect or harvest any information from the Website, including personal information of other users, without our prior written consent;
- use any automated means (including scrapers, bots or spiders) to access, monitor or copy any content on the Website;
- reverse-engineer, decompile or disassemble any part of the Website or its underlying software; or

- use the Website for any commercial purpose other than purchasing goods as a customer, unless we have given you prior written consent.

5. Intellectual property

All content on the Website, including logos, trade marks, brand names, text, product descriptions, graphics, photographs, videos, page layouts, design, code, databases and software (the "Website Content"), is owned by or licensed to us and is protected by copyright, trade mark, and other intellectual property laws.

We grant you a limited, non-exclusive, non-transferable and revocable licence to access and view the Website Content for your personal, non-commercial use, and, where applicable, to complete a purchase in accordance with our Sales Terms and Conditions. You must not otherwise copy, reproduce, modify, adapt, translate, publish, display, distribute, transmit, sell, or commercially exploit any Website Content without our prior written consent.

The trade marks "Caeli", the Caeli logo, and any related product names, logos, taglines or slogans appearing on the Website are trade marks of Caeli Group Pty Ltd or its licensors. You have no right to use any such trade marks without our prior written consent.

6. User-submitted content

If you submit, post or upload any content to the Website (for example, reviews, comments, photographs, or feedback) ("User Content"), you grant us a perpetual, royalty-free, worldwide, non-exclusive, transferable and sub-licensable licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display that User Content in any media or channels, including for marketing and promotional purposes, without attribution or compensation.

You warrant that any User Content you submit is your own or that you have all necessary rights to submit it, that it does not infringe the rights of any person (including intellectual property and privacy rights), and that it is not defamatory, obscene, misleading, deceptive, unlawful or otherwise objectionable.

We reserve the right (but are not obliged) to monitor, edit, refuse to publish, or remove any User Content at any time at our discretion.

7. Third-party content and links

The Website may contain links to third-party websites, content or services ("Third-Party Material"). We provide Third-Party Material for convenience only. We do not endorse, control, or accept any responsibility for Third-Party Material, and your use of Third-Party Material is at your own risk and subject to the third party's own terms and privacy practices.

8. DISCLAIMER — INFORMATION ON THE WEBSITE

This clause is important. Please read it carefully. It sets out how you should treat information published on the Website.

All content on the Website — including product descriptions, specifications, images, dimensions, weights, colours, materials, compatibility notes, care instructions, stock availability, pricing, promotional offers, blog articles, guides, buying advice, and other editorial content — is provided for general information only. It is made available on an "as is" and "as available" basis.

To the maximum extent permitted by law, we:

- make no representation or warranty, express or implied, as to the accuracy, completeness, currency, reliability, suitability or fitness for any particular purpose of any content on the Website;
- do not warrant that the Website will be available, uninterrupted, secure, timely, error-free, or free of viruses or other harmful components;
- do not warrant that information published on the Website is up to date, and images, colours, sizes, measurements and finishes may differ from the actual product as supplied;
- reserve the right to correct typographical, pricing, stock-level, description or other errors at any time, including after an order has been placed (refer to our Sales Terms and Conditions);
- are not responsible for any Third-Party Material or any content submitted by users; and
- do not provide professional, medical, legal, financial, tax or other advice. Any editorial, guide or blog content is general in nature only and should not be relied on as a substitute for advice from a qualified professional who has considered your particular circumstances.

You acknowledge and agree that you rely on content published on the Website entirely at your own risk, and that you should independently verify any content on which you propose to rely before acting on it. To the maximum extent permitted by law, we exclude all liability for any loss or damage (including indirect or consequential loss) arising out of or in connection with any reliance on, or use of, any content on the Website.

Nothing in this clause purports to exclude, restrict or modify any consumer right or guarantee that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other law. Where we are permitted to limit our liability, our liability for breach of a non-excludable consumer guarantee in respect of services is limited, at our option, to the supply of the services again or the payment of the cost of having the services supplied again.

9. Availability and changes to the Website

We may modify, suspend, withdraw, or discontinue any part of the Website (including products, features, or content) at any time without notice. We will not be liable if the Website is unavailable at any time or for any period.

We may update these Terms from time to time by posting an updated version on the Website. The Terms that apply to your use of the Website are those in force at the time of your use. Your continued use of the Website after an update constitutes acceptance of the updated Terms.

10. Limitation of liability

To the maximum extent permitted by law, and subject to clause 8 and any non-excludable consumer guarantees, our total aggregate liability to you arising out of or in connection with your use of the Website (whether in contract, tort (including negligence), under statute or otherwise) is limited to AUD \$100.

To the maximum extent permitted by law, we will not be liable to you for any indirect, consequential, special or incidental loss, including loss of profits, loss of revenue, loss of business opportunity, loss of data, loss of goodwill, or loss arising from interruption, delay or error in the Website.

Nothing in these Terms operates to exclude, restrict or modify liability that cannot lawfully be excluded, restricted or modified.

11. Indemnity

You indemnify us, and our officers, employees, contractors and agents, against all liabilities, claims, losses, damages, costs and expenses (including reasonable legal costs) suffered or incurred by us arising out of or in connection with: (a) your breach of these Terms; (b) your misuse of the Website; (c) any User Content you submit; or (d) any infringement by you of the rights of any person. This indemnity is reduced to the extent that we caused or contributed to the relevant loss.

12. Termination

We may suspend or terminate your access to the Website (including any account) at any time, with or without notice, where we reasonably believe you have breached these Terms or where we are otherwise entitled or required to do so at law. Any provisions of these Terms that by their nature should survive termination will do so, including clauses relating to intellectual property, disclaimers, limitation of liability and indemnity.

13. Privacy

Our collection, use and disclosure of your personal information in connection with the Website is governed by our Privacy Policy, available on the Website.

14. Security

While we take reasonable measures to protect the Website, no online system is completely secure. You use the Website at your own risk and are responsible for maintaining appropriate anti-virus, firewall and other protections on your own device.

15. Governing law and jurisdiction

These Terms are governed by the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them.

16. General

16.1 Entire agreement

These Terms, together with our Privacy Policy, our Sales Terms and Conditions, and any other policies published on the Website, constitute the entire agreement between you and us in relation to your use of the Website.

16.2 Severability

If any provision of these Terms is held invalid or unenforceable, that provision is to be read down to the extent necessary to make it valid and enforceable, or, if it cannot be read down, severed, without affecting the remaining provisions.

16.3 Waiver

A failure or delay by a party in exercising a right under these Terms does not operate as a waiver of that right.

16.4 Assignment

You may not assign or transfer your rights under these Terms. We may assign or novate our rights and obligations under these Terms to a related body corporate or to the purchaser of our business.

Contact

Caeli Group Pty Ltd trading as Caeli

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Email: support@caeli.com.au

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