



Terms and Conditions ©

1. Cookie Boulevard

Cookie Boulevard Pty Ltd, including its related entities, authorised representatives, and assigns (**Cookie Boulevard**, 'us', 'we' 'our'), is proudly an Australian-owned and operated business, that manages the Cookie Boulevard TM brand, related assets and products.

While we may change our ownership structure, corporate arrangements, resellers, and manufacturing arrangements, at any time, these Terms and Conditions will continue to apply, and you can always call us '**Cookie Boulevard**'.

2. These Terms and Conditions

(a) refund

- a. the purchase of products direct from us (**Direct Orders**);
- b. the purchase of Cookie Boulevard products through third party resellers;
- c. the consumption of Cookie Boulevard products, regardless of where those products were purchased; and
- d. the use of this website and **Related Platforms** (including social media pages and email accounts owned and/or operated by Cookie Boulevard).

(b) You accept and agree to comply with and be bound by these Terms and Conditions when you access and/or use this website and/or Related Platforms, purchase Cookie Boulevard products either direct from us (**Direct Orders**) or via any reseller (**Authorised Reseller** or **Unauthorised Resellers**), or accept Cookie Boulevard products for consumption.

(c) If you do not accept and agree with these Terms and Conditions, we may cease the sale of products to you and block your access to this website and Related Platforms at any time without penalty.



3. Other Third-Party Terms

3.1 Resellers

- (a) Not only can you purchase Cookie Boulevard products direct from us, you can also purchase and consume Cookie Boulevard products sold through resellers.
- (b) When you purchase our products from resellers (Authorised Resellers or not):
 - a. The Australian Consumer Law (**ACL**) will still apply.
 - b. The terms of the reseller who sold you the products will apply also (relevantly, their payment and delivery terms will apply, and they will have warranties under the ACL also).
 - c. Clauses 4 to 9 (inclusive) of these Terms and Conditions will **not** apply (eg., our payment, refund, delivery terms will not apply). So, for instance, if you buy our cookies via UberEats and then seek a refund, you'll need to speak with UberEats about it, and they will have their own terms with us on the backend. So in this case, please deal with the reseller direct.
 - d. Clause 10 to 12 (inclusive) of these Terms and Conditions will always apply and take priority over any reseller terms.
 - e. Clause 13 to 16 (inclusive) of these Terms and Conditions (which covers ACL provisions and limitations) will still apply to products sold by resellers (if we are the manufacturer of the products supplied), notwithstanding that we may seek to deny or limit such liabilities if we were not the responsible merchant or manufacturer at the time of the relevant purchase, in which case we may also seek an indemnity from any reseller to cover such claims, liabilities and defence costs.
 - f. Clause 17 to 27 of these Terms and Conditions will always apply and take priority over any reseller terms.
- (c) For the avoidance of doubt, Cookie Boulevard does not endorse sales from Unauthorised Resellers (that is, private resellers who have sought to resell our products without our explicit agreement or permission to do so). So, for instance, if a sketchy Unauthorised Reseller tries to sell you our cookies in an enchanted forest (without our knowledge or permission), we don't want to know about it! We won't know how they've handled our cookies or what they're doing when we are not around, so we would much prefer that if you do purchase our cookies that you buy direct from us with a Direct Order or through one of our Authorised Resellers.



3.2 Related Platform Providers

- (a) Notwithstanding that your use of Related Platforms (like Instagram) will be subject to those Related Platform Provider own terms of service, these Terms and Conditions are intended take priority over all third-party Related Platform provider terms of service.

4. Payment

- (b) All payments for Direct Orders are facilitated through third-party payment processors, like Stripe. Cookie Boulevard may replace its third-party payment processor without notice to you. All payments for Direct Orders will only be made through the Cookie Boulevard website.
- (c) Cash payments are strictly prohibited.
- (d) Upon the addition of a new payment method or each service request, excess or deductible payment, made via this website, we may seek authorisation of your selected payment method to verify the payment method, ensure the service cost will be covered, and protect against unauthorized behaviour.
- (e) The authorisation is not a charge, however, it may reduce your available credit by the authorisation amount until your bank's next processing cycle.
- (f) If the authorisation amount exceeds the total funds on deposit in your account, you may be subject to charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

5. Accuracy of Billing Information

- (a) You agree to ensure that your account and other information are correct and current. This includes your postal address, email address and credit card numbers and expiration dates, so that we can complete your transactions.
- (b) Once you place an order with Cookie Boulevard, you agree that the information you provide is correct and Cookie Boulevard may rely upon that information without further verification.
- (c) If you later realise that you have given us the wrong information in your order, please immediately notify us by reply email (within 1 hour). Please do **not** contact us via social media, as we cannot guarantee that your message will be received in time. Cookie Boulevard will hold orders before completing shipment but cannot



guarantee that any changes will be received in time before shipment is processed. So please ensure that your information is correct at the checkout to avoid upset.

- (d) You are responsible for any costs or loss associated with providing wrong or erroneous information to Cookie Boulevard at the time of checkout. Even if you provide additional information after your purchase is made, you agree to accept the risks for providing the wrong information in the first case if this is relied upon by Cookie Boulevard. This may mean you must cover replacement shipping and purchase costs.

6. Right to Refuse Sales

- (a) Cookie Boulevard reserves the right to refuse any order you place with us. If we find out you are working for the Cookie Monster, then we can refuse to sell to you.
- (b) We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order.
- (c) These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.
- (d) In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
- (e) We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

7. Cancelling an Order

- (a) Most Cookie Boulevard products are 'made to order'. Cookie Boulevard will product order quantities to satisfy demand. There may be a mixture of fresh but already prepared products or products prepared after order.
- (a) Where Cookie Boulevard offers 'pre orders', such pre orders cannot be cancelled once paid, as they are for goods we bring in especially, to serve the quantity pre-ordered.
- (b) Other orders may be able to be cancelled prior to shipping unless they are in limited quantity or on discount, where cancellation would limit our opportunity to sell the goods. We honour Australian Consumer Law in terms of handling refunds for any damaged or unusable goods.



8. Postage and Shipping

- (a) Cookie Boulevard will post items to the address nominated at the time of sale, with the postage type you select (eg., ordinary post, express post).
- (b) Postage prices will include handling fees and will be listed where prices are listed.
- (c) If your order has a tracking ID, and that tracking ID marks the order as 'delivered', then you accept this as conclusive evidence that your order has been 'delivered'.
- (d) Cookie Boulevard will pack intact products and do its utmost to ensure that packages are packed securely so products arrive to your door intact. But there is a chance that some cookies may break during the delivery process. The cookies will be just as delicious. But this is a risk that you agree to accept in your purchase.
- (e) If you receive broken cookies, please let us know so we can investigate this.
- (f) Estimates of delivery time given are estimates only. You agree there may be postage delays that are outside the control of Cookie Boulevard that may delay delivery estimates. For instance, in recent years COVID lockdowns and disruptions to Australia Post services, have seen delays to deliveries.

8.1 International Purchases

- (a) Cookie Boulevard is currently only posting items within Australia. However, Cookie Boulevard may post items to overseas customers if and when international postage is permitted, confirmed and paid in advance.

9. Returns and Refund Policy

- (a) Mistakes happen. If, within 48 hours of delivery of your order, you notify us in writing by email with proof to show that we have delivered the wrong item to you, then we will send you a replacement package, store credit or refund (your choice). If there is an order tracking ID, the 48 hours starts from the time the package is marked delivered on your tracking ID records. However, where there is no tracking ID, your package is to be deemed delivered within 4 business days after it is sent.
- (b) Unless the law requires us give you a refund (eg., if the items supplied are of acceptable quality, and as described), then our rule at Cookie Boulevard is that "*if you eat it, you bought it*". If you want free cookies, this is not the place for you.
- (c) Of course, if we are in the wrong, you are entitled to a refund. That's fair.



- (d) Because we run an online food business, and sell perishables, it is not our policy to offer liberal refund policies or offer refunds for change of mind. If we were selling plastic, non-perishables items then of course, this would be much easier to manage. But to keep things simple, we will commit to delivering the best quality cookies in the country. In return, we ask you don't abuse the refunds process, and only request our cookies if the law requires this eg., items not fit for purpose.
- (e) We will never ask you to return uneaten items, as these will need to be disposed of for health and safety reasons at any rate.
- (f) If a refund will be issued, then the ACL requires we give you a 'repair, replacement or refund' (your choice). We're not sure how we would 'repair' your cookies (please enlighten us if you really want to). Otherwise, we could send replacement cookies or issue a refund.

10. What Happens If You Hate Our Cookies

- (a) If you're not 110% impressed with your purchase from Cookie Boulevard, Cookie Boulevard would ask that you please share your feedback with Cookie Boulevard immediately. We want all our customers to be giddy with delight when they buy from us, so we will take this personally when you're not jumping for joy.
- (b) Please, if you have any issues email us at hello@cookieboulevard.com
- (c) We are a small business managing operations and may not always be active online to manage feedback through social media platforms. Before you troll us online, please reach out to us to see if we can do anything to improve your experience with Cookie Boulevard. Don't forget, we are real people too. But if you want to unleash your inner troll online, who are we to stop you? Seriously, by law we can't under the Australian Consumers Laws (**ACL**). So, share your opinions freely. Just don't be a troll for no reason. Internet trolls, you know who you are.

11. Changes in Prices and Products

- (a) Cookie Boulevard agrees to comply with honest pricing rules under the Australian Consumer Laws. But Cookie Boulevard also reserves the proprietary right to set and change its prices and products at any time to match market conditions, without notice or penalty.
- (b) Cookie Boulevard may offer 'Limited Edition' products, periodically. If products are 'One Time Only' then these will be labelled 'One Time Only'. However, 'Limited Edition' products may be offered periodically, then removed from sale, and resold anytime, at the sole discretion of Cookie Boulevard.



- (c) Cookie Boulevard may offer items with promotional pricing at any time in its own discretion, on its own terms. Terms for each promotional pricing offer will be set out with the relevant products.
- (d) Cookie Boulevard may discontinue offering any products or prices, without notice or penalty, for business reasons where offering such products and prices are no longer commercially viable to Cookie Boulevard.
- (e) Cookie Boulevard reserves the right at any time to modify or discontinue products (or any part or content thereof) without notice at any time.
- (f) Cookie Boulevard shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of this website or products, notwithstanding the requirements of the ACL.
- (g) While Cookie Boulevard is committed to comply fully with honest pricing rules, Cookie Boulevard cannot control, and does not claim responsibility for, the pricing of third-party resellers which may include additional, fluctuating fees, in accordance with their own terms of service (eg., UberEats may charge 'service fees', 'delivery fees', 'expedited delivery fees', 'Uber1 fes' or discounts or adjusted pricing).

12. Links on the Website

- (a) We may cite links to third party websites on this website and our Related Platforms which are not controlled by Cookie Boulevard.
- (b) You acknowledge that any links used are at your own risk. You agree that where we provide links to third party sites, these are for general information purposes.
- (c) While Cookie Boulevard will use its best endeavours to only provide reputable links, where Cookie Boulevard does provide links. You agree that by supplying third party links, Cookie Boulevard does not endorse or verify the accuracy of the content and information made available through those links, or that those links are free of any viruses or malware. Cookie Boulevard has no control over the nature, content and availability of those websites.
- (d) You agree to do your own research to verify the accuracy of information available through those links, and to have appropriate anti-virus software installed to prevent cyberattacks through malicious links.
- (e) The policies of those linked websites will apply to your use of them.



13. Food Safety Policy

- (a) Cookie Boulevard operates its business and offers products in compliance with Australian food safety standards.
- (b) Not only are Cookie Boulevard committed to bake cookies that are out of this world delicious, but where Cookie Boulevard bakes those cookies, we're committed to ensure they are prepared in premises that meet and exceed Australian Food Safety Standards.
- (c) Notwithstanding this, Cookie Boulevard reserves the right to outsource some or all, product manufacturing related to its business, in which case the manufacturer will be held to the applicable Food Safety Standards by law.

13.1 Food Labelling

- (a) While we take all reasonable care in the preparation of each item, please consider that each item has been produced in facilities which handle a range of food products, including but not limited to, milk, eggs, peanuts, gluten, etc. It is not possible to guarantee the total absence of any of these ingredients in any of our items. Please see our nutritional labels to confirm ingredients.

13.2 Food Disclaimer

- (a) This should go without saying, but the cookies displayed on our website are samples only. Cookies are a notoriously fickle creation, which is all part of the fun of cookies. But actual product colours and variations are to be expected from our website images.

13.3 Food Safety Standards

- (a) Cookie Boulevard only supplies products which comply with food standards.
- (b) This includes the:
 - i. Food Safety Standard: [here](#).¹
 - ii. Primary Production and Processing Standards: [here](#).²
 - iii. Microbiological Limits for Food: [here](#).³

¹ Website here: [https://www.foodstandards.gov.au/foodsafety/standards/Pages/Food-Safety-Standards-\(Chapter-3\).aspx](https://www.foodstandards.gov.au/foodsafety/standards/Pages/Food-Safety-Standards-(Chapter-3).aspx)

² Website here: [https://www.foodstandards.gov.au/foodsafety/standards/Pages/Primary-Production-and-Processing-\(PPP\)-Standards-\(Chapter-4\).aspx](https://www.foodstandards.gov.au/foodsafety/standards/Pages/Primary-Production-and-Processing-(PPP)-Standards-(Chapter-4).aspx)

³ Website here: [https://www.foodstandards.gov.au/foodsafety/standards/Pages/Microbiological-limits-for-food-\(Standard-1.6.1\).aspx](https://www.foodstandards.gov.au/foodsafety/standards/Pages/Microbiological-limits-for-food-(Standard-1.6.1).aspx)



- iv. Safe Food Australia, A Guide to the Food Safety Standards (2023): [here](#).⁴

As published, and updated from time to time, on the website for Food Standards Australia and New Zealand.

- (c) Cookie Boulevard will never supply products to you which do not comply with food safety standards or contravene a food ban by Australian authorities.

13.4 Product Safety Under the ACL

Under the ACL, all products sold to consumers, including food items, must be safe. If they are not, the ACL requires the seller to offer a replacement or refund, and in some cases, compensation. Cookie Boulevard follows strict practices to pass and surpass food preparation standards, food health and safety standards and product safety standards so that our customers never have to worry about food safety and can enjoy their products in confidence.

13.5 Reporting Food Safety Issue

- (a) In the event you suspect a food safety issue with a Cookie Boulevard product, we ask that you report this to us immediately.
- (b) Cookie Boulevard is required to immediately investigate and report such product safety issues to the Commonwealth Minister and Product Safety Australia within 48 hours of learning of such issues. We may also be required to recall or ban products, in accordance with Consumer Product Safety Recall Guidelines, if necessary, so it is essential that you notify us immediately if you suspect there is a food safety issue to be reported.

14. Disclaimers

- (a) To the extent permitted by law, Cookie Boulevard delivers products which are provided "as is" and "as available".
- (b) Cookie Boulevard will pack intact products and do its utmost to ensure that packages are packed securely so products arrive to your door intact. But there is a chance that some cookies may break during the delivery process. The cookies will be just as delicious. But this is a risk that you agree to accept in your purchase. If you receive broken cookies, please let us know so we can investigate this. We don't make any guarantees cookies arrive intact but let us see what we can do.

⁴ Website here: <https://www.foodstandards.gov.au/publications/Pages/safefoodaustralia3rd16.aspx>



15. Limitations on Liability

- (a) To the extent permitted by law, in no event will Cookie Boulevard, nor its directors, employees, agents, contractors, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the Cookie Boulevard website or the sale of products through its website, including but not limited to any:
 - i. lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever (however arising);
 - ii. for any bugs, viruses, trojan horses, or the like (regardless of the source of origination); or
 - iii. for any direct damages.
- (b) To the extent permitted by law, Cookie Boulevard does not guarantee, represent, or warrant that your use of this website will be uninterrupted, timely, secure, or error-free, notwithstanding that Cookie Boulevard maintains responsibilities under the Australian Consumer Law (**ACL**).
- (c) You agree that from time to time we may shut down this website, and cease trading, for indefinite periods of time or cease trading at any time, without notice to you.
- (d) Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

16. Australian Consumer Law and Consumer Protections

- (a) Because Cookie Boulevard is an Australian-owned and operated business, any products that you buy from Cookie Boulevard will be automatically covered by consumer protections and guarantees under the Australian Consumer Law (**ACL**).
- (b) These terms have been drafted in line with the ACL and Practice Guidelines.
- (c) For more information, see:
 - i. Unfair Contract Terms Guidelines: [here](#).⁵
 - ii. Avoiding Unfair Business Practices Guidelines: [here](#).⁶
 - iii. Sale Practices Guidelines: [here](#).⁷

⁵ Website here: https://consumer.gov.au/sites/consumer/files/2016/05/0553FT_ACL-guides_ContractTerms_web.pdf

⁶ Website here: https://consumer.gov.au/sites/consumer/files/2016/05/0553FT_ACL-guides_UnfairPractices_web.pdf

⁷ Website here: https://consumer.gov.au/sites/consumer/files/2016/05/0553FT_ACL-guides_SalesPractices_web.pdf



- iv. Consumer Product Safety Guidelines: [here](#).⁸
- v. Consumer Guarantee Guidelines: [here](#).⁹
- vi. Guidance on Consumer Guarantees, Acceptable Quality (Durable) [here](#).¹⁰
- vii. Guidance on Consumer Guarantee, Acceptable Quality (Safe): [here](#).¹¹

16.1 Unfair Contracts Exclusion

- (a) The ACL contains certain provisions to protect consumers against unfair contract terms, especially where there are standard contract terms (take it or leave it terms).
- (a) These terms are standard terms and cannot be negotiated. However, the unfair contracts terms provisions of the ACL do not apply to these terms where Cookie Boulevard operates an online store, and the upfront price for products payable is known to the consumer prior to the time of purchase.¹²
- (b) If a court finds this conclusion to be invalid, then the subject matter terms of these terms and conditions (ie., delivery terms) will be capable of being severed and surviving any unfair terms being severed.

16.2 Misleading and Deceptive Conduct

- (a) It is unlawful for a business to make statements in trade or commerce that are misleading or deceptive or are likely to mislead or deceive.¹³ This includes any advertisements, promotions, statements or representations made on this website and on our social media pages. Conduct is likely to be a breach of the law if it creates a misleading overall impression amongst the audience about the price, value, or quality of consumer goods.
- (b) Cookie Boulevard is committed to open, honest, and transparent communications. We will only make representations that are true. For instance, we will only say our products are 'Made in Australia' if they are actually 'made in Australia'.
- (c) If you believe that a representation has been made by Cookie Boulevard or its representatives which is misleading and deceptive, please immediately notify us of this by email, with evidence of the representation and details of where you saw this so that we may immediately review such material and address the concern.

⁸ Website here: https://consumer.gov.au/sites/consumer/files/2016/05/0553FT_ACL-guides_PSafety_web.pdf

⁹ Website here: https://consumer.gov.au/sites/consumer/files/2016/05/0553FT_ACL-guides_Guarantees_web.pdf

¹⁰ Website here: https://consumer.gov.au/sites/consumer/files/inline-files/ACL-guidance-durability_0.pdf

¹¹ Website here: <https://consumer.gov.au/sites/consumer/files/inline-files/ACL-guidance-safe.pdf>

¹² Sections 48, Australian Consumer Law

¹³ Sections 18-19 Australian Consumer Law.



16.3 Unsolicited Supplies

- (a) Cookie Boulevard will never request payment for unsolicited supplies. We will only ever request payment at the checkout via our website. This practice of requesting payment for unsolicited supplies is prohibited under the ACL.¹⁴
- (b) If you believe you have received a request for payment for unsolicited supplies, please disregard that request (we will never make or enforce such requests) and notify us immediately by email so that we can investigate the matter.

16.4 Unauthorised Entries or Advertisements

- (a) Cookie Boulevard will never request payment for unauthorised entries or advertisements. Such practices are prohibited under the ACL.¹⁵ If you believe you have received such a request, please disregard that request (we will never make or enforce such requests) and notify us immediately by email so that we can investigate the activity and responsible actors.

16.5 Unsolicited Agreements with Consumers

- (a) Cookie Boulevard operates as an online store only, where users may purchase goods as they please. These terms apply as default terms to cover user purchases (for purchases up to \$40,000) where customers approach Cookie Boulevard to purchase products.
- (b) We will never approach individuals directly online or offline with unsolicited agreements for the supply of goods, without complying with the provisions of the Australian Consumer Law ie., offering 10 day cooling off period for high value contracts, limited hours of contact (9:00am – 5:00pm, not on Sundays or Public Holidays), written contracts in accordance with ACL forms, notice of termination rights (to be given in writing and attached to the contract).
- (c) If Cookie Boulevard does approach a consumer directly to propose a sales contract, the salesperson will first give their identification with their name and details, and Cookie Boulevard details also, as required under the ACL regulations.
- (d) The ACL prohibits Cookie Boulevard from attending at sites that display 'do not knock' signs or equivalent signs.
- (e) These terms do not apply to agreements with retailers (non-consumers).

¹⁴ Sections 39-43, 161-163, Australian Consumer Law.

¹⁵ Sections 39-43, 161-163, Australian Consumer Law.



16.6 Pyramid Schemes

Pyramid schemes make money by recruiting businesses or people rather than by selling a legitimate product or service. Pyramid schemes are prohibited under the ACL.¹⁶ Cookie Boulevard operates a simple business model of selling products to users in an open market, without any sort of elaborate network marketing arrangements. Cookie Boulevard may use lawful promotions to grow its brand and business. However, appropriate disclosures will be made in doing so, and Cookie Boulevard will never 'recruit' users through unlawful schemes.

16.7 Displaying Prices

(a) Multiple Prices

Cookie Boulevard may display prices for its products in more than once place (ie., on its website, and also on social media channels). Under the ACL multiple pricing law, if Cookie Boulevard displays multiple prices for the same good, Cookie Boulevard is required to either:

- i. Sell the goods for the lowest 'displayed price';
- ii. Withdraw the goods from sale until the price is corrected;
- iii. Publish a retraction to fix a mistake in a publication, with a similar circulation to the original publication.

(b) Component Prices

'Component pricing' is prohibited under the ACL.¹⁷ Component pricing is when a supplier promotes a price that is only part of the price, unless also prominently advertised in the single price. For instance, in 2012 the Federal Court of Australia imposed a penalty of \$200,000 against AirAsia for publishing flight prices on its website without listing out additional taxes, duties, fees and other charges. Cookie Boulevard will always list out its prices transparently (eg., +postage and GST, if these are additional charges).

16.8 Lay-By Agreements

(a) The ACL sets out strict requirements for lay-by agreements eg., need to give certain disclosures, rules around charges etc.

(b) Cookie Boulevard does not offer:

¹⁶ Sections 44 and 46, Australian Consumer Law.

¹⁷ Sections 47-48, 165-166, Australian Consumer Law.



- i. Lay-by agreements (or Buy Now Pay Later);¹⁸
- ii. Referral selling which is prohibited under s 49 of the ACL (rebates for 'mate referrals'),

notwithstanding that other third-party platform providers like UberEats which sell Cookie Boulevard products and offer financial credit products under their own terms and conditions, in which case Cookie Boulevard will not be a party to those financial product offerings.

16.9 Harassment and Coercion

- (a) Cookie Boulevard has a zero-tolerance policy for abusive or coercive behaviour.
- (b) Cookie Boulevard will never coerce or harass a user about the supply of, or payment for, products.
- (c) As a user and customer, you agree not to engage in abusive or coercive behaviour. Cookie Boulevard reserves the unequivocal right to terminate any calls or correspondence by you which it deems to be inappropriate, and to require you to raise any concerns in writing, if you attempt to breach this requirement.

16.10 Proof of Transaction

- (a) Under the ACL, where you make Direct Orders, Cookie Boulevard must provide proof of transaction for any good valued at \$75 or more. A GST tax invoice is considered sufficient proof of transaction and will be sent to the purchaser email provided at the time of placing an order.¹⁹
- (b) Online transactions for Direct Orders from Cookie Boulevard may appear as 'Wix' on bank statements, or other third party platform providers or point of sale providers like 'Stripe', rather than 'Cookie Boulevard'.
- (c) If you purchase our products via Authorised Resellers, please contact them for any proof of transactions.

16.11 Itemised Bill

- (a) For Direct Orders, you may request an itemised bill if the value of the product/s purchased is less than \$75.²⁰ Alternatively, if you purchase our products via Authorised Resellers, please contact them for an itemised bill.

¹⁸ Cookie Boulevard may offer users the option to use third-party buy now pay layer services at the checkout, including through an API connected at the checkout. However, Cookie Boulevard is not a party to those arrangements, which exist between the user and third-party buy now pay later providers. Cookie Boulevard will only accept orders where full and final payment is made at the checkout.

¹⁹ Sections 100-101, Australian Consumer Law.

²⁰ Sections 100-101, Australian Consumer Law.



16.12 Warranties

- (a) The ACL sets out protections for consumers known as “consumer guarantees”. These consumer guarantees are a comprehensive set of rights and remedies that apply when goods and services are defective in certain ways.
- (b) These rights exist regardless of any other warranty provided by a supplier.
- (c) Any disclaimers of liability made in these terms and conditions do not limit liability under consumer protections laws, breaches of the law, or for false and misleading representations.

17. ACL Complaints Policy

- (d) The ACL is administered and enforced by the ACCC and State and Territory consumer protection agencies eg., in Victoria, this is Consumer Affairs Victoria (**CAV**).
- (e) If you have a complaint under the ACL, we encourage you to raise this with us as soon as possible to review, consider and discuss options, prior to any referral to any external authority.
- (f) In most cases, you may be required to raise such complaints with us before you may lodge a complaint with external authorities at any rate.
- (g) Notwithstanding this, nothing in these terms limits your ability to pursue complaints in accordance with the ACL or at law.
- (h) However, we reserve the right to seek our legal costs in the event you pursue complaints without first taking reasonable steps to avoid incurring costs (eg., if you fail to notify us in writing, outlining the facts giving rise to your complaint, the alleged contraventions under the ACL and proposed options).

18. Online Safety Laws (eg., Cyber-Bullying)

- (a) Cookie Boulevard is committed to online safety, in compliance with online safety laws and the Online Safety Act 2021 (Cth).

18.1 Prohibited Material

- (a) Under online safety laws, the following material is prohibited: cyber-bullying, cyber-abuse, non-consensual intimate images, class 1 material, class 2 material, material that promotes, incites, instructs or depicts abhorrent violent conduct.



- (b) Users agree not to publish such material on this website, and to report to us any instances where they believe that such material may have been published.
- (c) In the event users breach this obligation, users agree to indemnify Cookie Boulevard against such breaches to the extent permitted by law.

18.2 Reasonable Steps for Breaches

- (a) Cookie Boulevard does not presently have any facility for users to upload or exchange images or material.
- (b) This website is set up as a 'storefront' where users have no capacity to alter the website or publish images or material.
- (c) In the event that you do publish images or material which is prohibited (eg., with a published review that includes prohibited material), we reserve the right to immediately remove such material and deactivate any related account without notice to you or penalties to us.

18.3 How to Make an Online Safety Complaint to Cookie Boulevard

- (a) If you believe that any prohibited materials have been shared or published through this website, you may report this to Cookie Boulevard as follows:

Email: hello@cookieboulevard.com
Subject: Online Safety Report to Cookie Boulevard
Content: Outline the material you have identified, and please provide a copy of this (screenshots)

- (b) This will then be considered by Cookie Boulevard within three (3) business days, and action will then be take accordingly to remove the identified material or investigate and record reasons for no further action required.

18.4 Do NOT Reports Complaints via Social Media

- (a) Please do not report these complaints to us through other platforms (ie., on social media pages).
- (b) There may be privacy concerns with sharing such a complaint publicly, especially if it involves third parties. We also cannot guarantee that we will respond within time appropriately to such a complaint unless it is made to us directly by email.



18.5 Complaints to the eSafety Commissioner

- (a) You may also report this to the eSafety Commission, by completing a complaint form on their website, at: <https://www.esafety.gov.au/report/forms>
- (b) Alternatively, you may contact the eSafety Commissioner with a general enquiry also. The form for this is available on their website at: <https://www.esafety.gov.au/about-us/contact-us>

18.6 Designated Contact Point

- (c) The designated contact point for complaints regarding online safety is Jamie Nuich, Acting Solicitor for Cookie Boulevard, at Square Pegs Legal, jamie@squarepegslegal.com.au, (07) 3188 1772.

19. Prohibited Uses

19.1 Don't Act Shady

In addition to the requirements in accordance with Online Safety Laws, you are prohibited from using the website or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others;
- (h) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (i) for any obscene or immoral purpose; or



- (j) to interfere with or circumvent the security features of the website or any related website, other websites, or the Internet.

19.2 If You Act Shady, You Pay Our Costs

We reserve the right to terminate your use of the website or any related website for violating any of the prohibited uses and reserve the right to seek costs against you for any direct or consequential damage caused by your prohibited uses.

20. Intellectual Property

20.1 Our Trademark

- (a) Cookie Boulevard is the exclusive license holder of the registered trademark 2314763 (class 30) (**the Cookie Boulevard TM**).
- (b) Cookie Boulevard also manages other intellectual property assets and may seek to trademark further assets in the future also.
- (c) As a website user, consumer and/or customer, you agree you have no rights to use the Cookie Boulevard TM, and will indemnify Cookie Boulevard against any infringements of the Cookie Boulevard TM or its other related intellectual property assets (and its legal costs to enforce its rights) which have come about through your access to this website and its assets.

20.2 Ownership of Reviews

- (a) You agree that any reviews, testimonial, feedback or messages that you give on this website and on related platforms, will be deidentified (unless we take explicit permission from you to the contrary) and will become the exclusive intellectual property of Cookie Boulevard.
- (b) If you give review on this website, or in response to a survey to give a review, then you agree that you do so with the explicit permission that this will irrevocably become our intellectual property. If you give feedback via message (ie., on Instagram) or in an email to us, we will ask your permission to publish your review, in which case your review will be treated as if it had been made via our website, and you it will irrevocably become our intellectual property.
- (c) You agree that when you give a review on this site, or otherwise give a review to Cookie Boulevard, including in private (by email), that Cookie Boulevard may use that review as it pleases without further permission from you (subject to requirements to remove or disidentify your name and personal information, and compliance under privacy laws).



20.3 Website Content Protected by Copyright

- (a) The content and images appearing on the Cookie Boulevard website and Related Platforms are the original material of Cookie Boulevard which are protected by copyright law (unless indicated otherwise). Cookie Boulevard does not waive this protection merely by publishing this material.
- (b) Our website content and images may not be used, copied, or modified without the express written permission of Cookie Boulevard.
- (c) If you copy, use, duplicate or reproduce any part of our website content, images or content on Related Platforms, without the required permission, Cookie Boulevard may seek orders against you for copyright infringement/s, in which case you agree to pay a liquidated damages award for \$20,000 plus legal costs, for each copyright infringement, which you agree is reasonable.
- (d) You agree that liquidated damages may not be sufficient relief and injunctive relief may be sought also to stop further infringements.
- (e) For the avoidance of doubt, if Cookie Boulevard expressly asks you to share some aspect of this website, we give you a limited licence to fulfil that request for the intended purpose only.

20.4 These Terms are Protected by Copyright

- (a) These terms and conditions are an original work produced by Square Pegs Legal Pty Ltd (the copyright owner) for the exclusive use of Cookie Boulevard only (the copyright holder).
- (b) These terms are protected by copyright law, and may not be used, copied, or modified without the express written permission of Cookie Boulevard.
- (c) If you copy, use, duplicate or reproduce any part of these terms without the required permission, Cookie Boulevard, reserves the right to seek orders against you for copyright infringement/s, and you agree to pay a liquidated damages award for \$20,000 plus legal costs, for each copyright infringement. You agree that liquidated damages may not be sufficient relief and injunctive relief may be sought to stop further infringements.

21. Licence

21.1 Limited Revokable Licence

- (a) In accordance with these Terms and Conditions, you are granted a limited single revokable licence to access the Cookie Boulevard website, Related Platforms and



Cookie Boulevard brand assets, in order to purchase products as a consumer for non-commercial uses only.

21.2 Prohibited Uses

- (a) Under your licence, you must not access or use the Cookie Boulevard website, Related Platforms or Cookie Boulevard TM and related brand assets, for any commercial purposes, without first obtaining the explicit written permission of Cookie Boulevard. Doing so is a prohibited use of your limited licence and will render your licence immediately revokable (without the need for notice).

21.3 Infringements

- (a) In the event you infringe your licence and use the Cookie Boulevard website, Related Platforms, or brand assets, in contravention of clause 21.2, you agree to indemnify us for a liquidated sum of \$100,000 (as a penalty for such an infringement) and for any damages and legal costs (including legal costs to demand infringements cease) on any claims related to your infringement.

22. Change to Terms and Conditions

- (a) We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website.
- (b) These Terms and Conditions may be amended from time to time, and the latest version will always be available on our website.
- (c) It is your responsibility to check our website periodically for changes.
- (d) Your continued use of Cookie Boulevard website, Related Platforms, and the purchase of products from us, following any such amendments will be deemed to be confirmation that you accept those amendments.
- (e) Any new features or tools which are added to the current store shall also be subject to these Terms and Conditions.

23. Assignment

- (a) You agree we may assign our rights and assets outlined in these Terms and Conditions at any time, to any party, without notice or penalty.
- (b) You may not sub-license, assign or transfer in any way any of your rights, liabilities and/or obligations under these terms and conditions on a temporary or permanent



basis to any third party without our prior written consent. You may not assign your rights without notice to us or unless permitted by some law eg., under the ACL.

24. Severability

- (a) If any part of these Terms and Conditions is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other terms will remain in force.

25. No Agency

- (a) No agency, partnership, joint venture, employee-employer or other similar relationship is created by these Terms and Conditions.
- (b) In particular, you have no authority to bind Cookie Boulevard, or Cookie Boulevard's related entities or affiliates in any way whatsoever.

26. Governing Law

- (a) Any claims, actions, disputes or issues arising out of or in connection with these Terms and Conditions will be subject to the laws of Victoria, Australia.
- (b) Any disputes will be heard in Melbourne, Australia, which shall have exclusive jurisdiction. Where there are any choice of law issues, Melbourne law will apply. You agree to indemnify us for the cost to move any dispute to Melbourne from another forum.

27. How to Contact Us

- (a) If you need to contact us, please email us at hello@cookieboulevard.com
- (b) We reserve the right to not respond to correspondence which we deem inappropriate or which we consider does not require a reply.