

Impressu Website Copy – Terms and Conditions of Use

IMPRESSU PRINT GROUP PTY LTD WEBSITE TERMS AND CONDITIONS OF USE

Last Updated: February 2026

These Terms & Conditions of Use govern your use of the IMPRESSU PRINT GROUP PTY LTD (Impressu) website and includes online ordering. References to ‘website’ include the following: **impressu.com.au** or any other site, services (including web-services), software, application or media managed by Impressu. Your use of the Impressu website constitutes your acceptance of these Terms & Conditions of Use.

Subject to law, Impressu may, in its discretion, from time to time amend or otherwise modify the Terms & Conditions of Use. Impressu recommends you carefully read, each time you visit the website, the Terms & Conditions of Use as they may affect your rights.

If you do not agree with the Terms & Conditions of Use, do not use the website or order online.

PRIVACY POLICY

Impressu’s Privacy Policy forms part of the Terms & Conditions of Use and can be found following this link: ipgconnect.com.au/Content/Files/Privacy_Policy.pdf

THE WEBSITE

These Terms & Conditions of Use apply to all users of Impressu’s website. Impressu’s website may include content, information or links to third parties or third party websites. By accepting these Terms & Conditions of Use you agree to hold harmless and relieve Impressu from any liability whatsoever arising from your use of information from a third party or your use of any third-party website. By using the website to place an order with us, you agree to abide by the Credit Application terms and the Terms & Conditions of Ordering.

Impressu recommends that before you disclose any personal information to a third party that you first read and accept the third party’s privacy policy and terms and conditions of use (if applicable) of their website.

YOUR ACCESS TO THE WEBSITE

Impressu hereby provides its permission for you to access its website in accordance with these Terms & Conditions of Use, provided that (1) your use of the website is solely for your use, which may be domestic or commercial, and (2) you will not copy, distribute or publish any part of the website other than as may be reasonably necessary to use the website for its intended purpose, and (3) you will otherwise comply with the Term & Conditions of Use.

You agree not to use or launch, or cause to be used or launched, any automated system or program in connection with Impressu’s website or online ordering, including without limitation, publishing or distributing vouchers or codes, “robots”, “spiders”, “offline readers” and the like.

Notwithstanding the foregoing, Impressu grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Impressu reserves the right to revoke these exceptions either generally or in specific cases.

You agree not to collect or harvest any personally identifiable information from the website or use the communication systems provided by the website for any commercial solicitation purposes. You agree not to solicit for any reason whatsoever any users of the website with respect to their submissions to the website.

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The content on the Impressu website, except all User Submissions (as defined below), including, without limitation, the text, software, scripts, graphics, photos, images, concepts, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Impressu, subject to copyright and other intellectual property rights under Australian and New Zealand laws (as applicable) and international conventions. Content on the website is provided to you as is for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Impressu reserves all rights not expressly granted in and to the website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and

other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the website or the Content therein.

USER SUBMISSIONS

The Impressu website, application/s or software may now or in the future permit the submission of written works, photos, audio files, videos or other communications submitted by you and other users of the website (“User Submissions”) and the hosting, sharing and/or publishing of the User Submissions. Once the User Submissions are submitted to our website or through social media managed by Impressu, the submissions become property of Impressu. You understand that whether or not such User Submissions are published on the website, Impressu does not guarantee any confidentiality with respect to any submissions. You agree that Impressu may publish your name and submissions on the Impressu website, Impressu -managed social media, advertising, print material or in any other press releases of media items.

In connection with your own User Submissions, you affirm, represent and warrant that:

1. you own or have the necessary licenses, rights, consents and permissions to use and authorise Impressu to use all patent, trade mark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the website and Terms & Conditions of Use; and
2. you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every identifiable person to enable inclusion and the use of the User Submissions in the manner contemplated by the User Submissions become the property of Impressu. By submitting the User Submissions to Impressu, you hereby grant Impressu a perpetual, worldwide, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the User Submissions in connection with the website and the Impressu business, including without limitation for promoting and redistributing all or part of the website (and any derivative works) in any media formats and through any media channels. You also hereby grant each recipient of any User Submission a non-exclusive license to access your User Submissions through the website and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the website under these Terms & Conditions of Use; and
3. in connection with your User Submissions, you agree that you will not
 - (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Impressu all of the license rights granted herein;
 - (ii) publish falsehoods or misrepresentations that could damage Impressu or any third party;

(iii) submit material that is unlawful, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;

(iv) post advertisements or solicitations of business:

(v) impersonate another person.

Impressu does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Impressu expressly disclaims any and all liability in connection with User Submissions. Impressu does not permit copyright infringing activities and infringement of intellectual property rights on its website, and Impressu will block and remove all content and User Submissions if properly notified that such content or User Submission infringes on another's intellectual property rights. Impressu reserves the right to remove content and User Submissions without prior notice.

Impressu may also terminate, without notice, a user's access to its website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity twice and/or has had a User Submission removed from the website. Impressu also reserves the right to decide whether content or a User Submission is appropriate and complies with these Terms & Conditions of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Impressu may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms & Conditions of Use at any time, without prior notice and at its sole discretion. In addition, you agree that you will not email any of your User Submissions or links to your User Submissions to individuals with whom you are not acquainted.

ONLINE ORDERING VIA THE WEBSITE

If the website is used (including for online ordering), you are responsible for maintaining the confidentiality of your personal details, password and payment details. You agree to accept full responsibility for all your activities on our website and online ordering. If you order online we may send you an email or SMS confirming the details of your order. The confirmation email or SMS will not constitute a tax invoice. The Impressu online ordering system must only be used by persons over the age of eighteen (18) years. Impressu reserves the right to refuse service, terminate your access to the website or online ordering, remove or edit any content or cancel your order/s in its sole discretion and without prior notice to you.

In making the Impressu online ordering system available for use, Impressu:

- a. makes no warranties or representations regarding the goods and services to be provided (including availability and delivery);
- b. does not guarantee that the website, applications and online ordering system will be error-free or that any errors will be corrected. Impressu does not guarantee that the website or online ordering system will be free from viruses or other harmful components and you agree to hold harmless Impressu and its related bodies corporate from any claim, judgement,

loss, expense, liability from any viruses or harm suffered by you as a result of using the website, applications or online ordering; and

- c. reserves the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

In using the Impressu online ordering system (whether via the website or an application) you:

1. acknowledge that all orders are treated as an express intention to purchase the nominated goods or services for the agreed online prices; and
2. indemnify Impressu from all claims, losses, judgement, liability and damage relating to a failure of the online ordering system.

eVouchers

Impressu vouchers carry an eVoucher number which can be redeemed via the Impressu internet ordering system. Simply enter this number on the right hand side of your screen when ordering online. This information is then processed by Impressu in order to verify and provide your discount.

ACCOUNT HOLDERS

Customers setting up an Account, or managing their Account, with Impressu may choose to opt-in to receiving communication from us, which may include commercial content such as news, offers and deals. During your order via the Impressu ordering system, you will be asked if you would like to opt-in. To do so you need to tick the box electing to opt-in.

The database is utilised to send emails containing information such as promotions, targeted offers (including third party suppliers/partners), survey information, user feedback, value offers, news and competitions to subscribers. Subscribers may also have the choice to opt-in to receive communication (including commercial messages and order confirmations) via SMS and, if they opt-in to this service, Impressu may send offers and deals via SMS to these subscribers from time to time. Subscribers are able to opt-out from receiving further email communication or SMS at the bottom of each Impressu email and within the SMS.

INDEMNITY

You agree to defend, indemnify and hold harmless Impressu and its related corporations, affiliates, and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from or in connection with: (i) your use of and access to the website (including any online ordering and applications); (ii) your violation of any term of these Terms & Conditions of Use; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that one of your User Submissions caused damage to a third party; and (v) use of the User Submissions by Impressu.

ABILITY TO ACCEPT TERMS & CONDITIONS OF USE

You affirm that you are aged 18 years or older and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms & Conditions of Use, and to abide by and comply with these Terms & Conditions of Use.

GENERAL

These Terms & Conditions of Use shall be governed by the laws of the Queensland, Australia. Any claim or dispute between you and Impressu that arises in whole or in part from the Impressu website shall be decided exclusively by a court of competent jurisdiction located in Brisbane, Queensland. These Website Terms & Conditions of Use, together with Impressu's Privacy Policy and any other legal notices published by Impressu on the website, shall constitute the entire agreement between you and Impressu concerning the website.

If any provision of these Website Terms & Conditions or Privacy Policy is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Website Terms & Conditions and/or Privacy Policy as applicable, which shall remain in full force and effect. No waiver of any term of these Website Terms & Conditions shall be deemed a further or continuing waiver of such term or any other term, and the failure by Impressu to assert any right or provision under these Website Terms & Conditions shall not constitute a waiver of such right or provision

Letterbox Marketing

When submitting your artwork online to be printed for Letterbox distribution, you have to ensure the content complies with State and Federal laws and regulations and that the media do not contain anything which is discriminatory, defamatory or offensive. Impressu will not be held liable for any content supplied to us.

Some helpful references:

- [Australian Consumer Law](#)
- [Consumer Affairs or Fair Trading body within your state or territory](#)
- [Australian Competition and Consumer Commission](#)
- Anti-Discrimination Board within your state or territory
- [Australian Association of National Advertisers](#)
- [Australian Electoral Commission \(links to state/territory electoral sites\)](#)