

# DBB WEBSITE TERMS AND CONDITIONS

## 1. SUMMARY

This website is operated by **Dee Black Boutique**. The terms “we”, “us” and “our” refer to **Dee Black Boutique**. **Dee Black Boutique** offers this website, including all information, tools and services available from this site to you, the user, based upon your acceptance of all terms, conditions, policies and notices stated here.

All visits and activities on our site involve you engaging in our “Service” and you agree to be bound by the following terms and conditions (“TERMS”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These TERMS apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these TERMS carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these TERMS. If you do not agree to all the TERMS, then you may not access our website or use our services. If these TERMS are considered an offer, acceptance is expressly limited to these TERMS.

Any new features or tools that are added to the current website shall also be subject to the TERMS. You can review the most current version of the TERMS at any time on this page. We reserve the right to update, change or replace any part of these TERMS by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to our website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these TERMS.

## 2. ONLINE STORE

By agreeing to these TERMS and using our site, you represent that you are at least the age of majority in your place of residence.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the TERMS will result in an immediate termination of our Services to you.

## 3. GENERAL CONDITIONS

We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission from us.

#### **4. SITE INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### **5. MODIFICATIONS TO OUR SERVICE AND PRICES**

Prices for our products are subject to change without notice.

All prices are displayed in Australian dollars and you will be charged in Australian dollars.

We reserve the right at any time to modify or discontinue our Service (or any part or content thereof) without notice.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of our Service.

We reserve the right to cancel your order if an item has been priced incorrectly or if you use a discount code on products we have said expressly cannot be discounted. You have the right to re-purchase at the correct price but please be aware, the item could sell out in the interim and we are not liable for that.

We reserve the right to vary or cancel discounts, promotions or codes at any time without notice.

Only one code and/or discount to the order total can be used at any one time. You can choose which discount to the total you would like to apply. This includes credit notes, discount codes, promotions, offers and any other variation to your order that varies the original total order value or recommended retail price.

#### **6. PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Returns Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear on our website. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time.

Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Occasionally quantities or other details about products may be inaccurate. We reserve the right to cancel your order if we are unable to fulfil it.

## **7. ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us for any reason. All orders are subject to acceptance by **Dee Black Boutique**.

Acceptance of all orders is subject to **Dee Black Boutique** confirming availability and price for products ordered. If your order is rejected for any reason you will be given a full refund for the amount paid for the order.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. 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. 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.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## **8. OPTIONAL THIRD PARTY TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and

without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these TERMS.

## **9. THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damage related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products must be directed to the third-party.

## **10. WEBSITE USER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (“Comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these TERMS.

You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

## 11. PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

## 12. ERRORS, INACCURACIES, OMISSIONS OR ADVICE

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). However we undertake no obligation to update, amend or clarify information in the Service or on any related website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Any assistance or advice we may provide to you that leads to you purchasing an item is given in good faith and forms only part of the information you should rely upon to make your purchasing decisions. You take full responsibility for your purchasing decisions and are not entitled to a return or refund based on any information or advice provided by us, through any means of communication, direct or indirect.

## 13. PROHIBITED USES

In addition to other prohibitions as set forth in the TERMS , you are prohibited from using the site 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; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

**Dee Black Boutique** reserves the right to cancel or withhold orders with inappropriate discounts (as deemed by **Dee Black Boutique**) applied until the full amount owing is paid by the customer.

## 14. INTELLECTUAL PROPERTY

You acknowledge that **Dee Black Boutique** owns all copyright of the material on the site including any text, graphics, data, stills, photographs, moving images, trademarks, logos and any other intellectual property to the extent that it is permitted by law. Such rights include all registered and unregistered intellectual property rights of any nature including any trademarks or copyright.

You acknowledge that we do not grant you any rights to use the website or its contents for any purpose other than for viewing the contents for your own personal non-commercial use unless we expressly consent otherwise in writing.

## **15. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Dee Black Boutique**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. 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 applicable law.

## **16. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless **Dee Black Boutique** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable lawyers' fees, made by any third-party due to or arising out of your breach of these TERMS or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **17. SEVERABILITY**

In the event that any provision of these TERMS is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, the unenforceable portion shall be deemed to be severed from these TERMS, and such determination shall not affect the validity and enforceability of any other remaining provisions.

## **18. TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These TERMS are effective unless and until terminated by either you or us. You may terminate these TERMS at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these TERMS, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly we may deny you access to our Services (or any part thereof).

## **19. ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these TERMS shall not constitute a waiver of such right or provision.

These TERMS and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the TERMS). Any ambiguities in the interpretation of these TERMS shall not be construed against the drafting party.

## **20. GOVERNING LAW**

These TERMS and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Western Australia in Australia. Any dispute in relation to these TERMS or your access or use of the website will be the exclusive jurisdiction of the courts of Western Australia. You are responsible for compliance with all laws and regulations applicable to your location.

## **21. CHANGES TO TERMS**

You can review the most current version of the TERMS at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these TERMS by posting updates or making changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these TERMS constitutes acceptance of those changes.

## **22. CONTACT**

Questions about the TERMS should be sent to us at [admin@deblack.com.au](mailto:admin@deblack.com.au)