

PABLO & KAT

Terms and Conditions

The website www.PabloandKat.com and the associated applications ("Site") is owned and operated by Ragtrade Solutions Pty. Ltd. (ABN 57552134216) (t/as and referred to as Pablo & Kat, "we", "our", "us" or the "Company").

These Terms and Conditions together with the documents referred to within the Terms and Conditions govern the supply of any products ordered by you on the Site and your use of the Site. By browsing, accessing, using the Site or ordering a product, you agree to be legally bound by these Terms and Conditions.

1. ACKNOWLEDGMENT AND ACCEPTANCE

These Terms and Conditions, our Privacy Policy, Shipping and Returns Policy are to be read together to form the whole of this agreement and will be collectively referred to as the 'Terms' and apply to all purchases made on our website. You accept the Terms by making a purchase from us.

Your purchase from the website indicates that you have had opportunity to access the Terms and contact us with any questions, that you have read, accepted and will comply with the Terms. If you do not agree to these Terms and Conditions, please do not use this website.

2. ACCESS AND USE OF THE SITE

2.1 You must only use the Site in accordance with these Terms and Conditions and any applicable law.

2.2 You must not (or attempt to):

- (a) interfere (or attempt to interfere) or disrupt (or attempt to disrupt) the Site or the servers or networks that host the Site;
- (b) use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
- (c) interfere (or attempt to interfere) with security-related or other features of the Site.

2.3 To place Orders and access some features of the Site, you must register an Account with us. To register an Account, you must:

- (a) give us accurate and current personal information including your name, address, and a valid email address.
- (b) you must be at least 18 years old, and have the capacity to enter into a legally binding agreement with us.

2.4 You are solely responsible for the activity that occurs on your Account (including Orders placed using your Account), and you must keep your Account password secure. We are not responsible for any unauthorised activity on your Account if you fail to keep your Account login information secure. We may refer fraudulent or abusive or illegal activity to the relevant authorities.

2.5 You must not use another person's Account without our, and/or the other person's, express permission. If you suspect or become aware of any unauthorised use of your Account or that your password is no longer secure, you must notify us immediately and take immediate steps to re-secure your Account (including by changing your password).

2.6 We do not warrant that the Site will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Site.

2.7 You must not link to our Site or any part of our Site in a way that damages or takes advantage of our reputation, including but not limited to

- (a) in a way to suggest or imply that you have any kind of association and affiliation with us, or approval and endorsement from us when there is none; or
- (b) in a way that is illegal or unfair.

3. INFORMATION ON THIS SITE

3.1 The Site and the content on the Site are subject to copyright, trademarks and other intellectual property rights. These rights are owned by or licensed to Pablo & Kat.

3.2 You must not reproduce, transmit, communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Site, including audio and video excerpts, except as permitted by statute or with our prior written consent.

3.3 Information about goods on the Site is based on material provided by third party merchants, suppliers and product manufacturers. Except as required by law (including the Australian Consumer Law) we are not responsible for inaccuracies or errors caused by incorrect information supplied to us or by these third parties.

3.4 Every effort has been made to display the colours of our products that on the Pablo & Kat website as accurately as possible. However, as computer monitors, tablets and mobile devices vary, we cannot guarantee that your monitor's display of colour will be completely accurate.

4. ORDER AND FORMATION OF CONTRACT

4.1 We reserve the right to accept or reject an Order for any reason, including due to unavailability of product, an error in the price, image or the product description, error in your order or inability to adequately verify the purchaser details. We also reserve the right to terminate your Pablo & Kat account for any reason. A binding agreement will form between us once we confirm that we have accepted your order.

4.2 When making an Order, you must follow the instructions on the Site as to how to make your Order and for making changes to your Order before you submit it.

4.3 The prices charged for the Goods are determined by us. All prices are quoted in Australian Dollars (AUD).

4.4 Prices for all orders in Australia are inclusive of GST (excluding delivery, storage and insurance) and are quoted on our website.

4.5 We endeavor to ensure that our pricing is accurate and current and we reserve the right to amend our prices at any time. We will fulfil your order at the price(s) listed at the time you placed your order.

4.6 You must pay for the Order in full at the time of ordering by one of the payment methods we provide on the Site. You must be fully entitled to use the payment method or account used for purchases. The payment method or account must have sufficient funds or credit facilities to cover the purchase. We reserve the right to obtain validation of your payment details before providing you with the product and carry out security checks from time to time.

4.7 If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact us via the Contact page on our website immediately. However, we cannot guarantee that we will be able to amend your Order in accordance with your instructions.

4.8 When you place an order, you will receive from us a Confirmation of Order by e-mail. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until you receive a shipment confirmation email from us. We are not obliged to supply the product to You until we have accepted Your Order. We may at our discretion refuse to accept an Order from You for any reason, including but not limited to

(a) unavailability of stock or we may offer you an alternative product (in which case we may require you to re-submit Your Order);

(b) we suspect that you might on sell our Products to other consumers.

4.9 If you are a stylist, a blogger or an influencer, we require you to contact us directly via the contact page on our website.

4.10 Until the time when we accept your Order, we reserve the right to refuse to process your Order and you have the right to cancel your Order. If we or you have cancelled your Order before it has been accepted, we will promptly refund any payment already made by you to your original payment method.

5. DELIVERY

5.1 We aim to deliver products to you at the place of delivery requested by you within the time indicated by us at the time of your Order, but we cannot guarantee any firm delivery dates.

5.2 We will try to let you know if we expect to be unable to meet our estimated delivery date, but, to the extent permitted by law, we will not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

5.3 You may grant us an 'authority to leave' when placing your Order. If you do, you understand and agree that this authority to leave gives us and/or our couriers permission to leave the Order in question unattended by the front door – or, where applicable, at the reception or concierge's desk, or as per your instructions – of the delivery address without obtaining a signature confirming delivery at the delivery location. In these circumstances, you understand and agree that by granting us authority to leave, we and our couriers are released of all responsibility and liability for the Orders delivered and left unattended, and that this responsibility and liability transfer to you on delivery.

5.4 You must ensure that you are able to take delivery of the product without undue delay and at any time reasonably specified by us. If you are not, the couriers may leave a card giving you instructions on either re-delivery or collection from the carrier. If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the product to you) accept delivery or collect the product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

(a) charge you for our reasonable storage fee and other costs reasonably incurred by us; or

(b) no longer make the product available for delivery or collection and notify you that we are cancelling the applicable Contract, in which case we will refund to you or your credit or debit card company as applicable any money paid to us, less our reasonable administration charges (including for attempting to deliver and then returning the product, and any storage fees as provided for above).

5.5 Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using the contact details that you provide to us when you make your Order and arrange for cancellation of the Order or delivery to an alternative delivery address.

5.6 Unless otherwise specified by you, all risk in the product shall pass to you upon delivery. If delivery is delayed, risk shall pass at the date when delivery would have occurred. From the time when risk passes to you, we will not be liable for loss or destruction of the product.

5.7 You must take care when opening the product so as not to damage it, particularly when using any sharp instruments.

6. CANCELLATION

6.1 We may terminate a Contract if the product is not available for any reason. We will notify you if this is the case and return any payment that you have made. We will usually refund any money received from you using the same method originally used by you to pay for the product.

6.2 If you wish to cancel your order, please contact our Customer Service Team via the contacts page on our website. No cancellation fees will apply. Once an order has been processed it cannot be cancelled and the item must instead be returned to us in accordance with the Returns Policy.

7. TAXES AND DUTIES

International Orders do not include any taxes or duties which may be applied by customs at the destination country and any duties or taxes incurred are the responsibility of the delivery recipient.

Please note that in accordance with Australian export regulations, we are required to declare the exact value of all the items and identify the order as dutiable 'merchandise'. We are also prohibited by law from identifying an order as a 'gift' for export purposes, even if a customer has placed the order with the intention of delivery to a gift recipient.

For more information on taxes, duties and customs regulations please contact your local customs office directly.

8. POSTAGE CHARGES

Postage charges for goods ordered will be calculated at the time of purchase in accordance with our Shipping Policy.

9. FAULTY PRODUCT RETURNS

9.1 We aim to provide you with Products of the highest standard and quality. If you have received a Product with a defect, please contact us via the contacts page on our website within 7 days of receiving your order, so we can guide you through the returns process and help resolve the problem as swiftly as possible. In order to assist the return process, you may be required to send us images of the damage, defect or fault for preliminary assessment.

9.2 If the Product is confirmed to have a defect, we will replace the Product or refund the Price of the Product to your original payment method at your request. If the Product is found not to have a defect or deemed out of warranty, we will ship the Product back to you.

9.3 It does not constitute a defect, if in our reasonable opinion, the Product has, following the sale to you, become of unacceptable quality due to fair wear and tear, misuse, failure to use in accordance with manufacturers' instructions, using it in an abnormal way or failure to take reasonable care.

9.4 To ensure the returns are assessed and processed swiftly, you must follow the instructions set out under "How do I return an item" on the returns page on our website.

10. CHANGE OF MIND RETURNS

10.1 In addition to your rights in relation to faulty Products in clause 9, you can return any Product

- (a) if you notify us in writing via the contacts page on our website within 7 days of receipt of purchase;
- (b) if you return it within 14 days of receipt of purchase;
- (c) if the product is unworn and unused with the original tags still attached; and
- (d) in the original packaging, which must be in the original condition, including branded dust bags (you don't need the clear plastic packaging).

Please note that any Products sealed for hygiene reasons can only be returned under change of mind return policy if the seal is intact. Occasionally, some Products may be excluded from the change of mind return policy. The exclusion will be noted on the Product page on our Site.

10.2 To ensure the returns are assessed and processed swiftly, you must follow the instructions set out under "How do I return an item" on the Returns page on our website.

10.3 Upon receiving and inspection of your return, we will contact you about next steps. Once determined the return is in compliance with clause 10.1, we will, at your request,

- (a) refund the Price of the Product returned to your original payment method;
- (b) exchange the Product for another size.

10.4 However, we will not be able to refund any delivery fees that you have paid at purchase to have the Product shipped to you. If the return, in our reasonable opinion, is not in compliance with clause 10.1, we will contact you to ship the Product back to you and you will be liable for the shipping costs both to and from us.

10.5 Nothing in this clause is intended to exclude any rights in clause 7 or any of your statutory rights as a consumer under Australian Consumer Law.

11. DISCLAIMER AND LIABILITY

11.1 This clause prevails over all other clauses, and, to the extent permitted by law, states our entire Liability, and your sole and exclusive remedies, for:

- (a) the performance, non-performance, purported performance or delay in performance of these Terms and Conditions or a Contract or the Site (or any part of it or them); or
- (b) otherwise in relation to these Terms and Conditions or the entering into or performance of these Terms and Conditions.

11.2 Nothing in these Terms and Conditions excludes or limits your statutory rights as a consumer or our Liability for:

- (a) fraud;
- (b) death or personal injury caused by our Breach of Duty;
- (c) any breach of the obligations implied by law; or
- (d) any other Liability which cannot be excluded or limited by applicable law.

11.3 In performing any obligation under these Terms and Conditions, our only duty is to exercise reasonable care and skill.

11.4 Subject to clause 9.3:

- (a) To the extent permitted by law, we do not warrant and we exclude all Liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Site;
- (b) We exclude all Liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature;
- (c) You should not rely on any information accessed using the Site to make a purchasing decision – you should make your own enquiries before forming your own opinion and taking any action based on any such information.
- (d) It is your responsibility to ensure that the products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the products will meet your individual requirements. You acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have.
- (e) We do not accept and hereby exclude any Liability for Breach of Duty other than any such Liability arising pursuant to the provisions of these Terms and Conditions.
- (f) To the extent permitted by law in no event shall we, our affiliates and related entities or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Site, our services or these Terms and Conditions.
- (g) Our total Liability under any Contract shall in no circumstances exceed,
 - (i) in the case of Products, the replacement of the Products or the supply of equivalent Products, the repair of the Products, the payment of the cost of replacing the Products or of acquiring equivalent Products, or the payment of the cost of having the Products repaired; or
 - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

12. LIMITATION OF LIABILITY

12.1 YOUR OBLIGATIONS

(a) You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

(b) You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

(c) You must not misuse our system or this website. Specifically, you must not hack into, circumvent security or otherwise disrupt the operation of our website.

(d) You must not undertake any activity that will place an unreasonable burden on our systems.

(e) You agree to indemnify us and our respective officers, employees and agents against all actions, claims and demands which may be instituted against us arising out of your failure to comply with these terms and conditions.

12.2 INTELLECTUAL PROPERTY:

(a) All design and intellectual property featured on this website is owned by Pablo & Kat. The copyright, trademarks and other intellectual property rights contained within this website, business, products and branding are owned by or licensed to us and are protected by Australian and international laws. Unless prior written permission from us has been obtained, the use or misuse of any copyright, trademarks or intellectual property is forbidden.

(b) All of our trademarks, service marks and trade name "Pablo & Kat" used herein are our trademarks or registered trademarks, unless stated otherwise.

(c) This Website is owned by Pablo & Kat and subject to copyright. If you would like to use any of our images for promotional purposes please request by written permission on the contacts page of our website.

12.3 Intellectual Property includes but is not limited to:

(a) all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trademarks), patents, designs, copyright, imagery, any corresponding property rights under the laws of any jurisdiction;

(b) all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and

(c) all work product developed in whole or in part by us.

Except as may be otherwise indicated in specific areas within the website, you are authorised to view, play, print and download documents, audio and video found on the website for personal, informational, and non-commercial purposes only.

Except as permitted by applicable copyright laws, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the website.

Except as authorised under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the website. For purposes of these terms, the use of any such material on any other website or networked computer environment is prohibited. You will not remove any copyright, trademark or other proprietary notices from material found on the website. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on sell information obtained from this website

In the event you download software (including but not limited to screensavers, icons, videos and wallpapers) from the website, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us. We do not transfer title to the Software to you. You own the medium on which the Software is recorded, but we retain full and complete title to the Software, and all intellectual property rights therein. Except as permitted by applicable copyright laws, you may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify our trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the website, without our prior written consent. The use of our trademarks on any other website or network computer environment, for example the storage or reproduction of (a part of) the website in any external internet website or the creation of links, hypertext, links or deep links between the website and any other internet website, is prohibited without our express written consent.

12. INDEMINITY

You indemnify and hold us and our related entities, affiliates, and our and their respective officers, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms and Conditions or your breach of any law or the rights of a third party.

13. PRIVACY POLICY

We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (CTH) and any other applicable legislation or privacy guidelines. Your privacy is very important to us and we will always act to protect your information in accordance with our Privacy Policy. Our Privacy Policy constitutes part of these Terms and Conditions. Please see our privacy policy on our website.

14. DISCLAIMER

The information contained on this website is provided by us in good faith. To the best of our knowledge, the information is accurate and current. However, we and our directors, officers, employees, consultants or agents do not make any representation or warranty as to the reliability, accuracy or completeness of the information.

15. DAMAGE TO COMPUTERS OR OTHER DEVICES

15.1 We take reasonable steps to ensure that our website is free from viruses or other malicious or dangerous content, however we cannot guarantee that use of this website will not cause damage to your computer or other devices.

15.2 We will not be liable for any loss or damage caused by any such content that may infect your computer due to the use of this website or any website linked to it. It is your responsibility to make sure that you have the proper equipment and anti-virus software to use this website safely.

15.3 You must not misuse this website by introducing technologically harmful material, including but not limited to, viruses and trojans or by attempting or actually breaching the website's security mechanisms.

16. GENERAL

16.1 **Entire agreement:** These Terms and Conditions contain all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to these Terms and Conditions except as expressly stated in these Terms and Conditions. However, the service and products are provided to you under our operating rules, policies, and procedures as published from time to time on the Site.

16.2 **Assignment:** You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms and Conditions We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms and Conditions to any person.

16.3 **Force majeure:** We shall not be liable for any breach of our obligations under these Terms and Conditions where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

16.4 No waiver: No waiver by us of any default of yours under these Terms and Conditions shall operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by us to you shall in any way release, discharge or otherwise affect your liability under these Terms and Conditions.

16.5 Notices: Unless otherwise stated within these Terms and Conditions, notices to be given to either party shall be in writing and shall be delivered by electronic mail at the email address you supplied to us or to us at our registered office.

16.6 Third party rights: All provisions of these Terms and Conditions apply equally to and are for the benefit of Pablo & Kat, its subsidiaries, any holding companies of Pablo & Kat, its (or their) affiliates and its (or their) third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that these Terms and Conditions may be varied or rescinded without the consent of those parties).

16.7 Survival: The provisions of clauses that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such.

16.8 Severability: If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.

16.9 Governing law: These Terms and Conditions (and all non-contractual relationships between you and us) shall be governed by and construed in accordance with the law of Victoria and both parties hereby submit to the jurisdiction of the courts of Victoria.

16.10 Change of the Terms and Conditions: We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted online. However, continued use of the Site will be deemed to constitute acceptance of the new Terms and Conditions.