



LIVVY lady

Terms and Conditions

INTRODUCTION

These terms governs the use of www.livvylady.com (website). This website is a shopping website where you can browse, access, select and order products advertised on any area of the website. These terms and conditions form a contract between the customer (you) and LIVVY lady ABN 90 147 311 365 and applies to the ordering, purchasing, fulfilment of order and delivery of goods from the website. You agree that your access to, use of and purchasing of any products from the website is subject to these terms and all applicable laws which is at your own risk. If you do not agree to these terms in their entirety, you must not use this website for any means.

Please read these terms and conditions before accessing or placing an order through the LIVVY lady website. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the website.

The terms and conditions also apply to the sale of any products via methods other than through the website, including sales by telephone, in person or other means, unless otherwise agreed in writing.

DISCLAIMER

The information contained in the website is provided on an "as is" basis. LIVVY lady does not represent or warrant to the reliability, accuracy or completeness of the information contained on the website. To the extent permitted by law, LIVVY lady is not responsible or liable for any Liabilities (direct, indirect or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this website.

INTELLECTUAL PROPERTY RIGHTS

You (as the customer):

Acknowledge that the software, design, text, graphics and the content and materials on the website are owned by LIVVY lady. You are not authorised to modify, adapt, copy, reproduce, store, upload, post, sell, distribute in any way the material from the website without our prior written consent.

This website, the Products and any supplementary materials owned or used by LIVVY lady related to the sale of the Products and promotional material contains registered trademarks which are protected by law and other branding, images, content which constitute the intellectual property of LIVVY lady. You must not use any of the marks or trademarks appearing on the website or any of our intellectual property without our prior written consent.

COMPLIANCE WITH TERMS AND CONDITIONS

You agree to bound by, and comply with, these terms and conditions when you submit an order (by any method of sale), using our website, register for news and articles.

REGISTRATION

You may opt to register to keep up to date with news and further updates through the website before placing an order for Products through the website. Any personal

information that you give us will be held and used by us in accordance with our Privacy Policy contained on this website.

PLACING ORDERS FOR PRODUCTS

You may place an order for Products by selecting and submitting your order through the website in accordance with these terms and conditions. An order submitted by you on this website is an offer by you to purchase goods for the price including the delivery and other charges and taxes as specified at the time you submit the order. That offer cannot be withdrawn by you without prior consent, please refer to the Returns Policy. We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the website for quality purposes. In accordance with these Terms and Conditions you agree to provide us with current, complete and accurate details where required within the website.

ACCEPTANCE AND REJECTION OF AN ORDER/S

LIVVY lady reserves the right to accept or reject your order for any reason at any time. This is without limitation, due to legal and other restrictions applicable to orders placed requiring international delivery, some products may not be available for delivery to some locations outside of Australia. LIVVY lady retains the right to determine what can and cannot be delivered to any particular location. Every order placed for Products through the website or any other means that we accept results in a separate binding agreement between you and us for the supply of those Products. For each order accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions. If we reject an order placed through the website, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

ORDER CANCELLATIONS

Unless otherwise specified under these Terms and Conditions, no cancellations or changes to orders will be accepted and all products will be delivered to the stated delivery address in accordance with these Terms and Conditions. You should ensure you carefully check that your order is accurate before you submit it to us and read the Returns Policy on the website.

RETURNS

Unless you notify LIVVY lady by email within thirty (30) days of delivery of any Products and the notification is confirmed by return email within the thirty (30) day period of its receipt by LIVVY lady, the Products shall be deemed to have been received by you. If any item is faulty, not of merchantable quality, not fit for its intended purpose or does not match the description then please Contact Us at the time of receipt. LIVVY lady will offer a replacement product, credit note or refund at our discretion subject to the requirements of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth). Please refer to the Returns Policy on the website.

CANCELLING AN ORDER (BY US)

Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:

1. there is an error in the price or the product description posted on the website or in any other sales platform in relation to the relevant Product in that order;
2. the requested Products in that order are not available;
3. we consider that the postage price selected in the checkout does not match the applicable price for the delivery address;
4. that order has been placed in breach of these Terms and Conditions;
5. your order weight exceeds our maximum postal delivery weight (in which case we will contact you to make alternative arrangements where we can);

6. we will endeavour to provide you with reasonable notice of cancellations, and we will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these Terms and Conditions.

CANCELLING AN ORDER (BY YOU)

Orders may not be cancelled once submitted via this website or via any other method of sale unless approved in writing by LIVVY lady. Should you wish to correct your delivery address or contact details prior to the order being dispatched, please Contact Us and we will assist you further.

DELIVERY OF PRODUCTS

LIVVY lady uses delivery agents to deliver your products, therefore you agree for your details including your delivery address to be supplied to the delivery agent for the purpose of the delivering of your products. You should refer to the shipping information on the website for the applicable delivery timeframe and fees for the products. You acknowledge and agree that notwithstanding anything else stated on the website that LIVVY lady cannot guarantee that the delivery will occur in the stated delivery timeframes and delivery timeframes may change from time-to-time due to unforeseen circumstance. Except as required by law LIVVY lady is not liable for any loss, damage, cost, expense or injury to you or any third party as a result of a change in delivery times or a delay in delivery.

Delivery of products will take place at the delivery address specified by you during the ordering process. In the circumstances of multiple delivery destinations, you will need to submit separate orders for the products. If our delivery agent is unable to deliver your products to the stated delivery address due to the size of the package or because there are restrictions on access to the delivery address or if it is unsafe or impractical to make delivery, a notice will be left for you notifying you where your products have been delivered for collection by you. It is your responsibility to follow the instructions stated

on the delivery card. Where you do not collect your products from the specified location on the delivery card within the specified timeframe you must Contact Us and we will seek further information that we can obtain on our end. If the products are required to be redelivered then you may be required to pay any associated fees for redelivery. Upon delivery you must inspect the products to check that the goods delivered match you order. If there is obvious damage to the products due to the transit then you must Contact Us as soon as practicable. If the products that you receive are not as ordered you may return the products to us. If products are missing from your order you may Contact Us or return the order. You should let us know about any defects, damage, missing and/or incorrect products as soon as possible. You warrant to LIVVY lady that any nominated representative receiving the products on your behalf at the stated delivery address is authorised by you to do so.

PRICES, FEES AND CHARGES

The prices of Products and delivery and any additional charges displayed on this website are current at the time of issue. LIVVY lady reserves the right to change prices at any time before we accept an order from you.

- All prices shown on this website are in Australian Dollars (AUD).
- Charges to you are as agreed at the time of purchase, meaning you are agreeable to pay that amount at the time of purchase. The fees and charges in relation to your order are accepted and processed at the time of your order. The purchase price of each Product that is ordered is accepted and paid for, the delivery fee for delivering the Products to you and any other fees and charges set out in these Terms and Conditions are payable by you.
- All fees and charges identified in these Terms and Conditions and all prices for the Products as shown on the website are inclusive of GST (unless otherwise indicated).
- Where we reject or cancel your order under these Terms and Conditions, we will refund the price of the Products to you (and any applicable delivery fee) in

accordance with these Terms and Conditions. We will take all reasonable measures to process your refund within five (5) business days. Your receipt of the refund will depend on the timeframe that your financial institution processes and finalises the refund. LIVVY lady is not liable for any loss you or any third party might suffer as a result in any delay of the processing of your refund.

- Your refund will be processed by the same method of payment at the time of the original order. It is a condition of credit cards that refunds will be processed on the same card at the time of purchase to minimise the possibility of fraudulent activity on cards. LIVVY lady complies with this card scheme rules; therefore all refunds will be credited to the card you nominated in your original order.

YOUR OBLIGATIONS

You warrant that:

1. all information and data provided by you to us through the website (including as part of customer sign ups) or otherwise is true, accurate, complete and up to date;
2. the person receiving the Products at the delivery address is authorised by you to do so;
3. you have and will comply with all relevant laws relating to your use of the website and your placement of any order to us;
4. you will ensure that your information that is used to access the website and the details of your account is kept in a safe and secure manner;
5. you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your login credentials or account information, or any other security breach relating to your account;
6. you will promptly advise us of any changes to your information provided to us as part of the customer registration process;
7. you are responsible for any costs associated with your access to or use of the website, including internet access related fees;

8. you are responsible and liable for any person that uses your login credentials to order Product(s) through the website;
9. you agree that we may charge you for all Products that we agree to supply to you that have been ordered using the website;
10. you will check the labels on the Products before use; and

You must not:

1. use the website for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
2. use the website in a manner or way, or post to or transmit to or via the website any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using the website;
3. make fraudulent or speculative enquiries, purchases or requests through the website;
4. use another person's details without their permission or impersonate another person when using the website;
5. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
6. tamper with or hinder the operation of the website;
7. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the website;
8. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the website;
9. modify, adapt, translate or reverse engineer any portion of the website;
10. remove any copyright, trademark or other proprietary rights notices contained in or on the website;
11. reformat or frame any portion of the web pages that are part of the website;
12. create accounts by automated means or under false or fraudulent pretences;

13. use the website to violate the security of any computer or other network or engage in illegal conduct;
14. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
15. use the website other than in accordance with these terms and conditions; or
16. attempt any of the above acts or engage or permit another person to do any of the above acts.

LIABILITY AND WARRANTY

LIVVY lady accepts liability for all legal guarantees and warranties expressed or implied to the transactions under the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth), or any other legislation (such as the Fair Trading Acts (or equivalent legislation) in each State and Territory) the effect of which cannot be excluded.

1. where we are permitted by law (and subject to clause 15.1):
2. we do not warrant or represent the suitability of the website or a Product for any purpose; and
3. we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the website or the Product.

Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

TERMINATION AND/OR SUSPENSION OF ACCOUNT

We may terminate this agreement for convenience at any time on notice to you. Without qualifying the foregoing, we may immediately suspend, terminate or limit your access to

and use of the website and (where relevant) your account if we reasonably suspect that you have committed a fraudulent act and/or you breach these Terms and Conditions.

SECURITY AND VIRUSES

LIVVY lady does not warrant that any information and emails sent and/or obtained from or through this website is free from viruses or other faults or defects. LIVVY lady does not have any liability for any viruses transmitted to you.

- You are responsible for scanning any information for viruses.
- You agree that LIVVY lady has no responsibility or liability to you or any other person for any loss or damage (whether direct, indirect, consequential or economic), regardless of cause, negligence or otherwise, which may be the direct or indirect result of any such information.
- If LIVVY lady is found to be liable this will be limited to the cost of supplying the information again.

CHANGES TO THESE TERMS AND CONDITIONS

If you have an order that has been accepted by us, the Terms and Conditions that will apply to that order are the Terms and Conditions that applied at the time you place your order. We cannot vary the Terms and Conditions which apply to a given order after that order is accepted by us. Subject to clause 6.1, we may change these Terms and Conditions at any time, and such modifications will be effective as soon as they are posted. By continuing to use the website after these Terms and Conditions have been modified, you agree to be bound by the changes to these Terms and Conditions.

GENERAL PROVISIONS

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic

nature of this agreement or is contrary to public policy. This agreement is governed by the laws of Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

PRIVACY POLICY AND YOUR PERSONAL INFORMATION

Refer to the Privacy Policy, which form part of these Terms and Conditions.

DEFINITIONS

Capitalised terms used are defined in these Terms and Conditions.

- In these terms:
 1. “GST” has the meaning it has in the New Tax System (Goods and Services Tax) Act 1999 (Cth)
 2. “Liabilities” means all direct and/or indirect liability for: costs; damages; losses; claims, causes of action, accidents; injuries; deaths; law and traffic violations; and expenses including but not limited to legal fees.
 3. “Login” means the email address that you provided to us as part of the registration process to use the website.
 4. “Product” means each good that is advertised on the website.