

## WEBSITE TERMS OF USE

Welcome to the website of **OCEAN WAVES PTY LTD** (ABN 12 345 678 999) ("we", "us" or the "Company"), an online retail fashion shop.

This website is located on the web via the domain <http://oceanwavesfashion.com.au> and includes all of the files located in that domain ("this site").

### **Agreement to these Website Terms of Use**

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By accessing this site, you agree to be bound by these terms of use ("Website Terms of Use"). These Website Terms of Use constitute a binding agreement between you and the Company and govern your use of this site.

### **Privacy Policy and Returns Policy**

As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy (located at <http://oceanwavesfashion.com.au/privacy-policy>) and our Returns Policy (located at <http://oceanwavesfashion.com.au/returns-policy>), which are incorporated by reference into these Website Terms of Use.

### **Legal capacity to transact**

If you are under 18 years of age, you cannot place orders through this site. By using this site you represent and warrant to the Company that you are over the age of 18 years. Should the Company suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

### **Restrictions on use**

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#### **Prohibited conduct**

Your use of this site is subject to the rules set out in Schedule 1 below.

#### **Violations of these Website Terms of Use**

Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice, temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide products to you if:

- you breach any provision of these Website Terms of Use;
- the Company is unable to verify or authenticate any information that you provide to us; or
- the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers or any other person.

## **Indemnity**

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through this site;
- your use of, or connection to, this site; or
- your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person.

## **Orders**

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### **Order constitutes offer**

By placing an order through this site, you make an irrevocable offer to us to purchase the products that you have selected pursuant to these Website Terms of Use. Information contained in this site constitutes an invitation to treat only. No information in this site constitutes an offer by us to supply any products to you – however, the Company will endeavour to supply your selected products to you.

We will not commence processing any order made through this site unless and until:

- payment for the order has been received by us in full; and
- the order has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each order for the purpose of preventing credit card and other fraud.

We reserve the right at our discretion to:

- at any time prior to your order being accepted in accordance with these Website Terms of Use, cancel all or part of your order; and
- at any time:
  - refuse to provide products to you;
  - terminate your access to this site; and/or
  - remove or edit any content on this site.

### **Acceptance of orders**

Acceptance of each order will take place if and when the Company ships the requested items to you, at the time at which the items are despatched by the Company. Title to, and risk in, the items will pass from the Company to you at that time. After the items have been sent, we will send you an email confirming that shipment has taken place.

## **Prices**

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The Company reserves the right to change the prices for products displayed in this site at any time before you place an order.

## **Shipping costs**

Shipping costs will depend upon the location for delivery and the items purchased and are shown separately during checkout.

## **GST**

Unless otherwise expressly stated, all amounts payable through your use of this site are expressed to be inclusive of GST. For these purposes, the term "GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## **Payment methods**

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Payment for orders placed through this site may be made by credit card processed online using the secure PayPal payment gateway or using a PayPal account.

### **PayPal secure payment gateway**

The Company uses the third-party PayPal payment gateway provided by PayPal Australia Pty Limited (ABN 93 111 195 389) for its secure online payment transactions. Payments made through PayPal are subject to PayPal's own terms and conditions and privacy policy, links to which are provided from the PayPal checkout pages. For more information about PayPal, see the PayPal website (<http://www.paypal.com.au>).

Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to PayPal, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing/postal address).

### **Credit and debit card payments**

It is not necessary to have a PayPal account in order to make a purchase on this site. PayPal accepts all major credit and debit cards. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. Additional transaction fees may apply if paying by credit card, in which case the additional charges will be specified at checkout.

### **Refunds and other remedies**

Except as expressly provided otherwise in these Website Terms of Use, all amounts paid through this site are non-refundable. Further information on the steps that the Company will take to remedy any breach of any non-excludable condition or warranty/guarantee is provided under the heading "Remedies limited" in these Website Terms of Use below.

### **Security**

While PayPal and our website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than the Company.

The Company may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your order has passed our internal fraud prevention checks, your order will remain on pending status. If further information is requested and you do not provide the requested information within such time as the Company considers appropriate at its discretion, your order will be cancelled and, if your payment has been received, it will be refunded back to you.

## Intellectual property

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### Copyright

In these Website Terms of Use, the term "**Proprietary Content**" means:

- this site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by the Company in connection with the products offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of the Company or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of the Company or other copyright owner (as applicable).

You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

### Trademarks

The Company's logo and the phrases "Ocean Waves Fashion" and "A Style For Every Story" are trademarks of the Company. The look and feel of this site (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of the Company. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of the Company.

### Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

## **Disclaimer of warranties**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY PRODUCTS PURCHASED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;
- the quality of any products, information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

## **Limitation of liability**

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### **Exclusion of liability**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this site by you or any other person.

### **Remedies limited**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):

- in the case of goods, to any of the following:
  - the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or

- the payment of the cost of having the goods repaired; and
- in the case of services:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.

## **Release**

You agree that your use of this site is at your own discretion and risk. You agree to release the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Use or the use of this site by you or any other person. The Company may plead this release as a bar and complete defence to any claims or proceedings.

## **Force majeure**

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, the Company excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company shall be entitled to a reasonable extension of time for the performance of such obligations.

## **General**

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### **Interpretation**

In these Website Terms of Use, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- these Website Terms of Use may not be construed adversely against the Company solely because the Company prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

### **Notifications**

The Company may provide any notification for the purposes of these Website Terms of Use by email.

### **Costs**

Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.

### **Assignment**

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without the Company's prior written consent.

The Company may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you.

### **No waiver**

Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the Company to act with respect to a breach by you or others does not waive the Company's right to act with respect to that breach or any subsequent or similar breaches.

### **Severability**

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

### **Variation**

The Company reserves the right to amend these Website Terms of Use and any other policy on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site or the products offered through this site.

You may only vary or amend these Website Terms of Use by written agreement with the Company.

### **Governing law and jurisdiction**

These Website Terms of Use will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.



## **SCHEDULE 1 - Prohibited conduct**

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### **YOU MUST NOT:**

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of the Company's intellectual property rights in this site;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to the Company without the Company's prior written consent; or
- use this site to transmit any information or material that is, or may reasonably be considered to be:



- abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring the Company or any of its staff into disrepute.

# PRIVACY POLICY

**OCEAN WAVES PTY LTD** (ABN 12 345 678 999) ("we", "us" or the "Company") is committed to privacy protection. At <http://oceanwavesfashion.com.au> ("this site"), we understand the importance of keeping personal information private and secure. This privacy policy ("Privacy Policy") describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us.

This Privacy Policy forms part of, and is subject to the provisions of, our Website Terms of Use (<http://oceanwavesfashion.com.au/website-terms>).

## We care about your privacy:

**We will never rent, trade or sell your email address to anyone.**

**We will never publicly display your email address or other personal details that identify you.**

## The Australian Privacy Principles

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We will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) ("Privacy Act"). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the "Australian Privacy Principles".

## What is "personal information"?

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Personal information held by the Company may include your:

- name and date of birth;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- bank account and/or credit card details for agreed billing purposes;
- your computer and connection information; and
- any information that you otherwise share with us.

## Information provided to PayPal

All purchases that are made through this site are processed securely and externally by PayPal. Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to PayPal, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing/postal address).

## How we may collect your personal information

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At this site, we only collect personal information that is necessary for us to conduct our business as an online retail fashion shop.

## Information that you provide to us

We may collect personal information that you provide to us about yourself when you:

- use this site, including (without limitation) when you:

- purchase any products through this site;
- register for access to premium content or request certain premium features; or
- complete an online contact form to contact us;
- provide information to us by telephone or through marketing or competition application forms; or
- send us an email or other communication.

### **IP addresses**

This site may also collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. The Company collects and manages IP addresses as part of the service of providing internet session management and for security purposes. The Company may also collect and use web log, computer and connection information for security purposes and to help prevent and detect any misuse of, or fraudulent activities involving, this site.

### **Cookies**

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This site uses "cookies" to help personalise your online experience. A cookie is a text file or a packet of information that is placed on your hard disk by a web page server to identify and interact more effectively with your computer. There are two types of cookies that may be used at this site: a persistent cookie and a session cookie. A persistent cookie is entered by your web browser into the "Cookies" folder on your computer and remains in that folder after you close your browser, and may be used by your browser on subsequent visits to this site. A session cookie is held temporarily in your computer's memory and disappears after you close your browser or shut down your computer. Cookies cannot be used to run programs. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. In some cases, cookies may collect and store personal information about you. The Company extends the same privacy protection to your personal information, whether gathered via cookies or from other sources.

You can configure your internet browser to accept all cookies, reject all cookies or notify you when a cookie is sent. Please refer to your internet browser's instructions to learn more about these functions. Most web browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of this site.

### **Why we use cookies**

This site uses cookies in order to:

- remember your preferences for using this site;
- facilitate e-commerce transactions, to ensure that your order is remembered between pages during the checkout process;
- show relevant notifications to you (eg, notifications that are relevant only to users who have, or have not, subscribed to newsletters or email or other subscription services); and
- remember details of data that you choose to submit to us (eg, through online contact forms).

Many of these cookies are removed or cleared when you log out but some may remain so that your preferences are remembered for future sessions.

### **Third party cookies**

In some cases, third parties may place cookies through this site. For example:

- Google Analytics, one of the most widespread and trusted website analytics solutions, may use cookies de-identified data about how long users spend on this site and the pages that they visit;
- Google AdSense, one of the most widespread and trusted website advertising solutions, may use cookies to serve more relevant advertisements across the web and limit the number of times that a particular advertisement is shown to you; and
- third party social media applications (eg, Facebook, Twitter, LinkedIn, Pinterest, YouTube, Instagram, etc) may use cookies in order to facilitate various social media buttons and/or plugins in this site.

### **How we may use your personal information**

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Your personal information may be used in order to:

- verify your identity;
- assist you to place orders through this site;
- process any purchases of products that you may make through this site, including charging, billing and collecting debts and shipment of products to you;
- respond to any queries or feedback that you may have;
- conduct appropriate checks for credit-worthiness and for fraud;
- prevent and detect any misuse of, or fraudulent activities involving, this site;
- conduct research and development in respect of our products;
- gain an understanding of your information and communication needs or obtain your feedback or views about our products in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems,

and for any other purpose reasonably considered necessary or desirable by the Company in relation to the operation of our business.

From time to time we may email our customers with news, information and offers relating to our own products or those of selected partners. Your personal information may also be collected so that the Company can promote and market products and services to you. This is to keep you informed of products, services, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

### **When we may disclose your personal information**

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In order to deliver the products you require or for the purposes set out above, the Company may disclose your personal information to organisations outside the Company. Your personal information may be disclosed to these organisations only in relation to this site, and the Company takes reasonable

steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- customer enquiries;
- mailing systems;
- billing and debt-recovery functions;
- information technology services;
- marketing, telemarketing and sales services;
- market research; and
- website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so);
- credit-reporting and fraud-checking agencies;
- credit providers (for credit-related purposes such as creditworthiness, credit rating, credit provision and financing);
- our professional advisers, including our accountants, auditors and lawyers;
- government and regulatory authorities and other organisations, as required or authorised by law;
- organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our business risk and funding functions; and
- the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

### **Contacting us about privacy**

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If you would like more information about the way we manage personal information that we hold about you, or are concerned that we may have breached your privacy, please contact us by email or by post.

### **Access to your personal information**

In most cases, you may have access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the Australian Privacy Principles. All requests for access to your personal information must be directed to the Privacy Officer by email or by writing to us at our postal address. We will deal with all requests for access to personal information as quickly as possible. Requests for a large amount of information, or information that is not currently in use, may require further time before a response can be given. We may charge you a fee for access if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for your application for access.

In some cases, we may refuse to give you access to personal information that we hold about you. This may include circumstances where giving you access would:

- be unlawful (eg, where a record that contains personal information about you is subject to a claim for legal professional privilege by one of our contractual counterparties);
- have an unreasonable impact on another person's privacy; or
- prejudice an investigation of unlawful activity.

We may also refuse access where the personal information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings.

If we refuse to give you access, we will provide you with reasons for our refusal.

### **Correcting your personal information**

We will amend any personal information about you that is held by us and that is inaccurate, incomplete or out of date if you request us to do so. If we disagree with your view about the accuracy, completeness or currency of a record of your personal information that is held by us, and you ask us to associate with that record a statement that you have a contrary view, we will take reasonable steps to do so.

### **Storage and security of your personal information**

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We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. In our business, personal information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information.

### **Third party websites**

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You may click-through to third party websites from this site, in which case we recommend that you refer to the privacy statement of the websites you visit. This Privacy Policy applies to this site only and the Company assumes no responsibility for the content of any third party websites.

### **Redirection to PayPal**

In particular, when you submit an order to us, you may be automatically redirected to PayPal in order to complete the required payment. The payment page that is provided by PayPal is not part of this site. As noted above, we are not privy to any of the bank account, credit card or other personal information that you may provide to PayPal, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing/postal address). We recommend that you refer to PayPal's privacy statement if you would like more information about how PayPal collects and handles your personal information.

### **Re-marketing**

We may use the Google AdWords and/or Facebook re-marketing services to advertise on third party websites to previous visitors to this site based upon their activity on this site. This allows us to tailor our marketing to better suit your needs and to only display advertisements that are relevant to you. Such advertising may be displayed on a Google search results page or a website in the Google Display Network or inside Facebook. Google and Facebook may use cookies and/or pixel tags to achieve this. Any data so collected by Google and/or Facebook will be used in accordance with their own respective privacy policies. None of your personal Google and/or Facebook information is reported to us.

You can set preferences for how Google advertises to you using the Google Ads Settings page (<https://www.google.com/settings/ads>). Facebook has enabled an AdChoices link that enables you to opt out of targeted advertising.

### **Changes to this Privacy Policy**

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From time to time, it may be necessary for us to revise this Privacy Policy. Any changes will be in accordance with any applicable requirements under the Privacy Act and the Australian Privacy Principles. We may notify you about changes to this Privacy Policy by posting an updated version on this site.

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If you require any further information about the Privacy Act and the Australian Privacy Principles, you can visit the Federal Privacy Commissioner's website (see [www.privacy.gov.au](http://www.privacy.gov.au)).

SAMPLE



# RETURNS POLICY

**OCEAN WAVES PTY LTD** (ABN 12 345 678 999) ("we", "us" or the "Company") prides itself on providing products of the highest quality and is committed to customer satisfaction. This returns policy describes generally how we manage product returns. Returns remain subject to our Website Terms of Use (<http://oceanwavesfashion.com.au/website-terms>). If you would like more information, please don't hesitate to contact us.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

A product or good has a major failure when:

1. it has a problem that would have stopped someone from buying it if they'd known about it;
2. it is significantly different from the sample or description;
3. it is substantially unfit for its common purpose and can't easily be fixed within a reasonable time;
4. it doesn't do what you asked for and can't easily be fixed within a reasonable time; or
5. it is unsafe.

Importantly, the rights described in this policy are in addition to the statutory rights to which you may be entitled under the Australian Consumer Law and other applicable Australian consumer protection laws and regulations.

Please note there may be limitations on your right to return and obtain a refund for products, however these limits will always be subject to your statutory rights.

## **Refunds**

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Refunds will not be available in any circumstances. If you are not satisfied with any item that you receive from us, you may be entitled to return that item to us in accordance with the below.

## **Returns**

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### **Replacement or credit as remedy**

If you are not satisfied with any item that you receive from us, please let us know as soon as possible as we may be able to replace the item for you. In some circumstances, we may provide a credit instead of replacement at our discretion.

### **What you must return to us**

To receive a replacement or credit, you must first return the item to us along with its original packaging.

### **Returning items within the first 15 Business Days**

If we receive the returned item, or written notice from you that you will be returning the item, within the first 15 Business Days after the earlier of the date of purchase and the date of delivery to you, then

we will assess the circumstances (including analysing the returned item, if considered appropriate by us) to ascertain whether or not the Company is at fault and:

- **(Company at fault)** if we consider that the Company is at fault, we will provide a full replacement of the returned item (or a credit at our discretion); or
- **(Company not at fault)** if we consider that the Company is not at fault, then:
  - if the item has been returned in its original condition, we will provide a full replacement of the returned item (or a credit at our discretion); or
  - if the item has been returned broken, damaged, tarnished or worn, we will not provide any replacement or credit.

### **Returning items after the first 15 Business Days**

If we do not receive the returned item, or written notice from you that you will be returning the item, within the first 15 Business Days after the earlier of the date of purchase and the date of delivery to you, then we will assess the circumstances (including analysing the returned item if considered appropriate by us) to ascertain whether or not the Company is at fault and:

- **(Company at fault)** if we consider that the Company is at fault, we will provide a full replacement of the returned item (or a credit at our discretion); or
- **(Company not at fault)** if we consider that the Company is not at fault, then no replacement or credit will be provided. The Company may, however, choose to provide a replacement or credit in some cases at its discretion.

### **Business Days**

In this returns policy, "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in Sydney, New South Wales are open for business.

### **Shipping costs**

In all cases, you must pay the costs involved in shipping the returned product back to the Company. If we consider that the Company is not at fault, then no reimbursement in respect of those shipping costs will be provided. If we consider that the Company is at fault, then we will reimburse you for your reasonable shipping costs incurred in returning the product to us.