

# WEBSITE TERMS AND CONDITIONS OF SALE

These are the Terms and Conditions of The Effectology Method Pty Ltd trading as Miriam Castilla (ABN 31 626 923 359) (“**Miriam Castilla**”, “**we**”, “**us**”) on our website located at [www.miriamcastilla.com](http://www.miriamcastilla.com), which is owned and operated by us (**Website**).

These Terms and Conditions also incorporate our Terms of Use, Disclaimer and Privacy Policy, all of which can be found on our Website.

Please read these conditions carefully, as they apply to all transactions between us and can only be waived or varied in writing signed by us. By proceeding with a purchase on our Website, you’re indicating to us that you’ve read, understood and agreed to these conditions. If you have any questions or concerns about our conditions or Website, or any purchase you make through the Website, please don’t hesitate to get in touch with us.

## 1. ECOMMERCE

While we take every care to make sure our online store is accurate and up to date, from time to time, mistakes may occur (for example, a pricing error or stock availability issue).

Please note that when you submit an order through the Website, no agreement is formed until we process and accept your order and send you a confirmation. If there’s been an error leading to your order (such as a pricing or stock error), we may choose not to fill the order, but we’ll be sure to contact you to discuss your options (for example, placing an order at the correct price, delaying your order or exchanging your item for another). If we can’t or won’t fill your order, we’ll process a full refund as soon as practicable.

## 2. PAYMENT

You agree to pay us the purchase price listed on the Website (subject of course to the proviso above, in the case of accidental errors and omissions). We may vary our prices from time to time. You agree and acknowledge that we may do so at any time on notice, and that such notice is given by us posting the updated price on our Website.

You acknowledge and agree that your payment in full in cleared funds (including any postage fees, discussed below) is a condition of this agreement, any breach of which will entitle us to terminate this agreement immediately. If a request for payment is returned or denied by your financial institution or is unpaid by you for any other reason, then you’ll be liable for any associated costs incurred by us, including banking fees and charges. We may also immediately stop delivery of any goods unpaid for unless and until we receive your payment in full.

If you fail to pay us for an order, or if an insolvency event (for example, if you commit an act of bankruptcy or become insolvent) occurs in relation to you, we may suspend delivery of an order, require payment in a particular form or terminate this agreement.

We currently accept payments by PayPal, Stripe, Thrivecart.

In making a payment, you warrant to us that you’ve read and agreed to the terms of any third party payment gateway or processor or credit provider (such as PayPal, AfterPay or ZipPay), which are available on their respective websites. You understand that these services are provided by third parties, and are made available to you on our Website for convenience only. We’re not responsible for any issues, loss or damage arising out of those facilities. If you have an issue with a third party provider on our Website, please contact them directly.

## 3. DISCOUNTS AND COUPON CODES

We may offer discounts or coupon codes from time to time.

Discounts and coupon codes are not available in conjunction with any other offer (for example, if we have two promotions on offer at the same time, you can only apply one discount or coupon code to a purchase, not both).

Discounts and coupon codes are available for the stated time, or else for a period of seven (7) days from the date that the offer was first made, or until stocks last (whichever occurs first).

Unless we specify otherwise in our offer, discounts and coupon codes are available on full priced goods only.

Coupon codes are non-transferable and are not redeemable for cash under any circumstances.

We reserve the right to revoke any discount offer or coupon code at any time without notice.

## **4. POSTAGE AND DELIVERY**

We post products to global destinations. We use delivery service providers to help us get our products to you.

### **a) Rates**

You agree to pay to us postage fees as calculated at checkout or payment page.

As you know, technology is great but it's not infallible. If there's an error in the calculation of your postage costs, we'll contact you before processing your order to discuss options (such as paying any additional costs or modifying your order).

Our delivery service providers may change their fees from time to time, and so you acknowledge and agree that we can vary the postage fees applicable to orders at any time on notice, and that such notice is given by posting the updated postage fees on the Website.

### **b) Dispatch Timeframes**

We process all orders within 7 days of receipt of payment. Once an order is processed, we'll do our best to dispatch orders within 7 business days.

We ask for your patience as this handling period may vary, for example, if we have a high volume of orders.

You acknowledge that we're not liable for any delay in dispatch of your order.

### **c) Delivery Timeframes**

Delivery times will vary between orders – we'll do our best to let you know when to expect your delivery, however this is largely dependent on the delivery service provider. As a guide, your orders should arrive within the time taken by the delivery provider, unless advised otherwise.

### **d) Delivery Address**

It's your responsibility to make sure that your postal address details are correct- we won't be responsible for any incorrect or failed delivery if you don't supply current, accurate postal address details. If your order is undelivered due to your error and returned to us, we reserve the right to require you to pay further postage fees or terminate this agreement and issue a refund in accordance with this agreement.

### **e) Orders Lost in Transit**

When we dispatch your order, we do not provide a tracking code for you to track the progress of your order.

If you're concerned that your order has been lost or misdelivered, we ask that you contact us as soon as possible, so that we can investigate. You understand that while we'll investigate your missing order, we make no representations as to responsibility or liability for any lost or misdelivered order. In the event of items lost or damaged in transit, you acknowledge that our liability is limited to the amount of any compensation we are able to recover from the delivery service provider, less our reasonable costs of investigating and applying for any compensation, unless otherwise required by law.

### **f) Risk**

Risk in each order passes to you on delivery to your nominated address. You must sign for your delivery, unless you've given authority to leave unattended. If you've authorised us or our agents to leave your order unattended at that address, the order will be taken to have been delivered on leaving the order at the address. If you ask us to deliver to an address and you're not there, but someone else at the address signs for the parcel, the order will be taken to have been delivered on leaving the order with that person.

If we accept a return of any goods, risk in those goods will revert to us on our confirmation of receipt of the returned goods. We recommend you insure goods you return to us against loss or damage in transit.

## **5. EVENTS BEYOND CONTROL**

As in life, sometimes circumstances beyond our control (strikes, floods, fires and extreme weather events, computer malfunctions, failure of service providers to perform services or injury or illness of key personnel) get in the way. If circumstances we can't control affect our ability to dispatch your order, you release us from any obligation to dispatch your order while those circumstances continue. While they continue, we may choose to cancel your order, or otherwise to complete your order once things have returned to normal. If we expect a major delay, we'll contact you to discuss a suitable solution.

## 6. ADVICE AND INFORMATION

We may give you advice, recommendations, information or assistance in relation to products and services on our Website, their use or application. We give that information to you in good faith, believing it's accurate, appropriate and reliable at the time but we don't give any warranty of accuracy, appropriateness or reliability. Information and advice we give is general in nature and is not intended to constitute or substitute for professional or medical advice. You should seek appropriate professional or medical advice if necessary. We won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on information or advice we provide on our Website, unless otherwise required by law.

## 7. AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**). If you are an Australian consumer for the purposes of the ACL, you are entitled to 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.

Nothing in these terms excludes any right, guarantee or warranty you're entitled to by law, however we do exclude all other guarantees, conditions and warranties to the maximum extent permitted by law. We also specifically exclude liability for negligence.

Wherever possible, our liability for breach of any condition, warranty or guarantee is limited, at our option, to:

- replacement of the product;
- repair of the product;
- payment of the cost of having the product repaired; or
- such other fair and reasonable remedy as we are ready and willing to provide.

We won't be liable for any consequential loss or damage or other direct or indirect loss or damage, except where we are unable to limit or exclude such loss under the ACL.

If for any reason the ACL doesn't apply to an order you place with us (for example, if you purchase the product for re-sale with our authorisation or if you are purchasing from outside Australia), then we exclude all liability to you and we'll only refund an order placed if we can't fill it, if we think it's reasonable to do so, or otherwise as agreed in writing. Please choose carefully as we do not offer refunds for change of mind.

To make an ACL-related claim, please contact us at [support@miriamcastilla.com](mailto:support@miriamcastilla.com).

## 8. REFUND PROCEDURE

If your goods are damaged or defective in any way on delivery, please contact us at [support@miriamcastilla.com](mailto:support@miriamcastilla.com) as soon as possible to arrange a suitable remedy, such as return, exchange or refund.

Please note that you are required to inform us of any fault with the goods in the period from delivery until the fault or problem would reasonably be expected to appear. Based on the nature of our products, we estimate this period to be approximately 7 days after receiving the product.

## 9. INTELLECTUAL PROPERTY

You acknowledge and agree that all intellectual property rights owned by us or to which we are entitled before and after this agreement will remain our sole property and that nothing in this agreement transfers any ownership in our intellectual property rights to you.

## 10. DISPUTE RESOLUTION

If a dispute arises out of these conditions or if you are unhappy with your product for any reason, we ask that you contact us in the first instance and we will do our best to resolve the issue to our mutual satisfaction quickly, cheaply and efficiently. If we're not able to resolve it within thirty (30) days, we'll go to mediation in South Australia (unless we agree to an alternative venue in writing) and split the costs of that equally. If the dispute still isn't resolved within thirty (30) days of the mediation, either of us can ask the mediator to terminate the mediation and the mediator must do so.

Each of us agree that we won't commence any proceedings in a Court or Tribunal until we've complied with this clause (unless of course we're seeking interlocutory relief).

## **11. VARIATION**

We can change these conditions at any time by updating this document and giving notice to you by posting a copy on the Website. The changes will take effect immediately on their being posted.

## **12. SEVERANCE**

If any part of these conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed, and the rest of the agreement will remain in force.

## **13. TERMINATION**

We may terminate this agreement at any time on notice to you. All disclaimers and limitations of liability will survive termination. On giving such notice, we'll refund any amounts paid by you in respect of undelivered goods or services.

## **14. JURISDICTION**

As we are based in South Australia, these terms will be governed by the laws of South Australia. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of South Australia and courts of appeal from them.

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